

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

REC

05-03-2000



SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings = = = 4-12-00

101342542

Attached original documents or copy thereof.

To the Honorable Commissioner of Pat

1. Name of conveying party(ies):  
The 3DO company  
4-12-00

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State - California  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: FootHill Capital Corporation  
Internal Address: Suite 2400  
Street Address: 11111 Santa Monica Blvd  
City: Los Angeles State: CA ZIP: 90025

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 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: 4/6/00

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

A. Trademark Application No.(s)  
See Attached Schedule

B. Trademark Registration No.(s)  
See Attached Schedule

Additional numbers attached?  Yes  No

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

Name: Bto Beck Phleger & Harrison  
Internal Address: 2100

Attention: Kai Williamson

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 165

7. Total fee (37 CFR 3.41).....\$ 1,640.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

05/03/2000 TSH08077 00000113 75142950  
01 FC:481                      40.00 BP  
02 FC:482                      1600.00 BP

DO NOT USE THIS SPACE

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.

Kai Williamson                      Kai Williamson                      4/10/00  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 21

## The SDO Company Trademark Status Report

Report Date 04/03/2000

Page

Country:	United States	Classes	Status	App. #	App. Dt	Reg. #	Reg. Dt
Mark			Registered	75/142950	07/31/1996	2196297	10/13/1998
3DO		41	To Be Published	75/589949	11/16/1998		
3DO (STYLIZED)		41	Office Action	75/589938	07/06/1999		
3DO (STYLIZED)		9	Pending Application	75/846930	11/12/1999		
3AR COMBAT		9	Pending Application	75/849016	11/15/1999		
3ARCOMAGE		9, 28, 41	To Be Published	75/688858	04/22/1999		
3ARMAGEDON'S BLADE		9, 41	Pending Application	75/817980	10/07/2000		
3ARMEMON		9, 16, 28, 41	Office Action	75/578611	10/28/1998		
3ARMY MEN		41	To Be Published	75/444961	03/05/1998		
3ARMY MEN		9	Dispatched				
3ARMY MEN AIR ATTACK		9, 41	Dispatched				
3ARMY MEN WORLD WAR		9, 41	Dispatched				
3BATTLETANK		9	Published	75/491433	05/27/1998		
3CAPTAIN BILL BLADE		28	To Be Published	75/766666	08/03/1999		
3CELEBRITY POKER		28	Registered	74/653406	03/29/1995	2086631	08/05/1997
3CRUSADERS OF MIGHT AND MAGIC		9, 41	Pending Application	75/626588	01/23/1999		
3DARK AUSPICES		9, 41	Allowed/Registration	75/569369	10/14/1998		
3DAY OF THE DESTROYER		9, 16, 28, 41	Pending Application	75/833655	10/28/1999		
3EMPIRE DELUXE		28	Registered	74/653434	03/29/1995	1979475	06/11/1996
3FAMILY GAME PACK		9	To Be Published	75/606202	12/15/1998		
3FEEL THE MIGHT... WELD THE MAGIC!		9, 16, 28, 41	Dispatched				
3FIGHT FOR THE FUTURE		9, 28, 41	Office Action	75/766667	08/03/1999		
3FOR BLOOD AND HONOR		9, 41	Notice of Allowance	75/545776	09/01/1998		
3GAMEUPDATE (STYLIZED)		9	Pending Application	75/414942	01/07/1998		
3GENERAL PLASTRO		28	Notice of Allowance	75/584140	11/06/1998		
3GLOBAL ASSAULT		9, 41	To Be Published	75/688857	04/22/1999		
3GOOD TO GO		9	Dispatched				
3HEROES		9, 16, 41	Pending Application	75/573081	10/19/1998		
3HEROES OF MIGHT AND MAGIC		41	To Be Published	75/785875	09/18/1998		
3HEROES OF MIGHT AND MAGIC		9	Published	75/551496	09/11/1998		
3HEROES OF MIGHT AND MAGIC		28	Registered	74/653404	03/29/1995	2041200	02/25/1997
3HEROES OF MIGHT AND MAGIC (STYLIZED)		28	Registered				
3HIGH HEAT BASEBALL		41	Pending Application	75/628777	01/27/1999		
3HIGH HEAT BASEBALL		9, 41	To Be Published	75/507252	06/23/1998		
3HOOVER		28	Office Action	75/810623	09/30/1999		
3INHERIT THE EARTH		28	Registered	74/653403	03/29/1995	1951551	01/23/1996
3KILLING TIME		28	Registered	75/975365	12/01/1994	2018453	11/19/1996
3KING'S BOUNTY		28	Registered	74/007207	12/04/1989	1636522	02/26/1991
3LEAD AND DESTROY		9, 41	Notice of Allowance	75/542813	08/26/1998		
3LEGENDS OF MIGHT AND MAGIC		9, 41	Pending Application	75/868502	12/09/1999		
3MERIDIAN		41	Notice of Allowance	75/514415	07/07/1998		

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1	MERIDIAN	9	Notice of Allowance	75/284698	05/01/1997		
2	MERIDIAN 59 LIBERATION	41	To Be Published	75/603235	12/15/1998		
3	MIGHT AND MAGIC	28	Registered	73/631900	12/02/1986	1479759	03/08/1988
4	MIND GAMES	9	Office Action	75/556281	09/21/1998		
5	MISC. DESIGN (SWORD & PLANET EARTH)	9	Published	75/554387	09/17/1998		
6	NEW WORLD COMPUTING	9	Office Action	75/551299	09/11/1998		
7	NEW WORLD COMPUTING (STYLIZED)	9	Office Action	75/551490	09/11/1998		
8	REAL COMBAT PLASTIC MEN	41	Office Action	75/562776	10/01/1998		
9	REAL COMBAT PLASTIC MEN	9	Registered	75/556049	09/21/1998	2328384	03/14/2000
10	SARGE	28	Req Time To Opp	75/586009	11/10/1998		
11	SARGE'S HEROES	9, 41	Notice of Allowance	75/528700	07/31/1998		
12	SCORCH	9, 41	Pending Application	75/606201	12/15/1998		
13	SERGEANT HAWK	28	Office Action	75/810622	09/30/1999		
14	SGT. HAWK	9, 28, 41	Req Time To Opp	75/729062	06/16/1999		
15	SHADOW OF DEATH	9, 28, 41	To Be Published	75/766665	08/03/1999		
16	SHRAP	9	Dispatched				
17	SOFTBALL SLAM	28	Office Action	75/810621	09/30/1999		
18	SOFTBALL SLAM TURBO	9	Pending Application	75/864941	12/06/1999		
19	SOFTBALL SLAM TURBO	9	Dispatched				
20	THICK	9	Dispatched				
21	TOY HEROES	28	Office Action	75/810620	09/30/1999		
22	TOY HEROES	9, 41	To Be Published	75/561885	09/30/1998		
23	TOY WARS	9, 28, 41	Office Action	75/710610	05/20/1999		
24	TOYS IN SPACE	9, 41	Office Action	75/706104	05/13/1999		
25	TURPTCH	9	Notice of Allowance	75/560815	09/29/1998		
26	TURPLAY	9	Suspended	75/562423	10/01/1998		
27	TURPLAY	41	Suspended	75/556324	09/21/1998		
28	UPRISING	9	Suspended	75/247585	02/25/1997	2217744	01/12/1999
29	VEGAS GAMES	41	Registered	75/628778	01/27/1999		
30	VEGAS GAMES	9	Pending Application	75/575218	10/23/1998		
31	WAGES OF WAR THE BUSINESS OF	28	Pending Application	75/194972	11/08/1996	2265311	07/27/1999
32	WATTLE		Registered				
33	WDL	9, 16, 28, 41	Dispatched				
34	WERE HERE TO PLAY	41	Suspended	75/561686	09/30/1998		
35	WORLD DESTRUCTION LEAGUE	9, 16, 28, 41	Dispatched				
36	WORLDS OF MIGHT AND MAGIC	41	Published	75/649142	02/24/1999		

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 6, 2000, is made by **THE 3DO COMPANY**, a California corporation ("Debtor") in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, as arranger and administrative agent for the hereinafter defined Lenders ("Secured Party").

### RECITALS

A. Obligor(s) have entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), with the financial institutions that are identified therein as the "Lenders". Secured Party (Secured Party, together with the Lenders, individually and collectively, the "Lender Group") pursuant to which Lender Group has agreed to make certain financial accommodations to Debtor, and pursuant to which, among other things, Debtor has granted to Secured Party for the benefit of the Lender Group security interests in all of the general intangibles of Debtor.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Secured Party for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein.

### ASSIGNMENT

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Debtor" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Event of Default" shall have the meaning ascribed thereto in the Loan Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

“Obligations” shall have the meaning ascribed thereto in the Loan Agreement.

“Obligors” means, individually and collectively, jointly and severally, Debtor. The 3DO Company, a Delaware corporation, and 3DO Europe, Ltd., a company incorporated under the laws of England.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary of any Trademark Collateral, including “proceeds” as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(i) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(ii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Secured Party for the benefit of the Lender Group (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Obligations, Debtor hereby grants, assigns, transfers and conveys to Secured Party, for the benefit of the Lender Group, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business

identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(i) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(ii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(v) all Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Loan Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any item of Trademark Collateral described in Section 2(a) above that is now or hereafter held by Debtor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, Debtor's rights in or with respect to such item of Trademark Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Debtor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Trademark Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Trademark Collateral; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the Code; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Debtor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Trademark Collateral" shall include, (y) any and all Proceeds of such item of Trademark Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Trademark Collateral being obtained, thereafter such item of Trademark Collateral as well as any Proceeds thereof that might

theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term "Trademark Collateral."

(c) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(d) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(e) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest (if any) of Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact.

Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Secured Party for the benefit of the Lender Group in the Trademark Collateral and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of Debtor, or in the name of Secured Party or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Secured Party reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interest of Secured Party for the benefit of the Lender Group in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Secured Party reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to



use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Debtor represents and warrants to the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks (whether registered or otherwise), or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Debtor has the full right, power and authority to pledge and to grant to Secured Party, for the benefit of the Lender Group, a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Obligations remain unsatisfied, Debtor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Debtor will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest, for the benefit of the Lender Group, in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Secured Party prompt notice thereof. Debtor shall do all things reasonably deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party, for the benefit of the Lender Group, in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Lender's Duties. Notwithstanding any provision contained in this Agreement, the Lender Group shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Lender Group hereunder or in connection herewith, the Lender Group shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Debtor agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the Lender Group's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Secured Party, for the benefit of the Lender Group, has a security interest, including the Lender Group's rights to sell inventory, tooling or packaging

which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Debtor or Secured Party, or otherwise, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents reasonably required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and the Lender Group and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive the Lender Group of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each

of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement

15. Loan Agreement. Debtor acknowledges that the rights and remedies of the Lender Group with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.

17. Termination. This Agreement shall terminate at such time as the Obligations have been fully and finally discharged and the Lender Group's obligation to provide additional credit under the Loan Documents shall have been terminated, and after such termination Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Secured Party, for the benefit of the Lender Group, hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**THE 3DO COMPANY,**  
a California corporation

By: JWO 4/6/00  
Name: JOHN W. HARRIS  
Title: CEO

**FOOTHILL CAPITAL CORPORATION,**  
a California corporation, as agent for the Lenders

By: James R. Harris  
Name: James R. Harris  
Title: VP

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

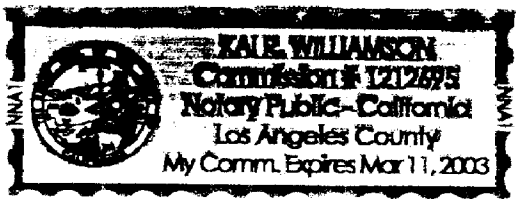
County of Los Angeles } ss.

On 4/6/00 before me, Kate Williamson  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John W. Adams  
Name(s) of Signer(s)

personally known to me  
 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.

Kate Williamson  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Trademark Security Agreement

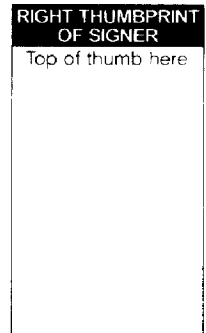
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_  
Individual  
Corporate Officer -- Title(s) \_\_\_\_\_  
Partner -- Limited  General   
Attorney in Fact  
Trustee  
Guardian or Conservator  
Other: \_\_\_\_\_

Signer Is Representing \_\_\_\_\_



The SDO Company Trademark Status Report

Report Date: 04/03/2000 Page:

Country	United States	Classes	Status	App. #	App. Dt	Reg. #	Reg. Dt
Mark		41	Registered	75/142950	07/31/1996	2196297	10/13/1998
SDO		41	To Be Published	75/589949	11/16/1998		
SDO (STYLIZED)		9	Office Action	75/589938	07/06/1999		
SDO (STYLIZED)		9	Pending Application	75/846930	11/12/1999		
AIR COMBAT		9, 28, 41	Pending Application	75/849016	11/15/1999		
ARMAGEDDON'S BLADE		9, 41	To Be Published	75/688858	04/22/1999		
ARMEMON		9, 16, 28, 41	Pending Application	75/817980	10/07/2000		
ARMY MEN		41	Office Action	75/578611	10/28/1998		
ARMY MEN		9	To Be Published	75/444961	03/05/1998		
ARMY MEN AIR ATTACK		9, 41	Dispatched				
ARMY MEN WORLD WAR		9, 41	Dispatched				
BATTLETANX		9	Published	75/491433	05/27/1998		
CAPTAIN BILL BLADE		28	To Be Published	75/766666	08/03/1999		
CELEBRITY POKER		28	Registered	74/651406	03/29/1995	2086631	08/05/1997
CRUSADERS OF MIGHT AND MAGIC		9, 41	Pending Application	75/626588	01/23/1999		
DARK AUSPICES		9, 41	Allowed/Registration	75/569369	10/14/1998		
DAY OF THE DESTROYER		9, 16, 28, 41	Pending Application	75/833655	10/28/1999		
EMPIRE DELUXE		28	Registered	74/651434	03/29/1995	1979475	06/11/1996
FAMILY GAME PACK		9	To Be Published	75/606202	12/15/1998		
FEEL THE MIGHT... WELD THE MAGIC		9, 16, 28, 41	Dispatched	75/766667	08/03/1999		
FEEL THE MIGHT... WELD THE MAGIC		9, 28, 41	Office Action	75/545776	09/01/1998		
FOR BLOOD AND HONOR		9, 41	Notice of Allowance	75/414942	01/07/1998		
GAMEUPDATE (STYLIZED)		9	Pending Application	75/584140	11/06/1998		
GENERAL PLASTRO		28	Notice of Allowance	75/688857	04/22/1999		
GLOBAL ASSAULT		9, 11	To Be Published				
GOOD TO GO		9	Dispatched				
HEROES		9, 16, 41	Pending Application	75/573081	10/19/1998		
HEROES OF MIGHT AND MAGIC		41	To Be Published	75/785875	09/18/1998		
HEROES OF MIGHT AND MAGIC		9	Published	75/551496	09/11/1998		
HEROES OF MIGHT AND MAGIC (STYLIZED)		28	Registered	74/653404	03/29/1995	2041200	02/25/1997
HIGH HEAT BASEBALL		41	Pending Application	75/628777	01/27/1999		
HIGH HEAT BASEBALL		9, 41	To Be Published	75/507252	06/23/1998		
HOOVER		28	Office Action	75/810623	09/30/1999		
HERBERT THE EARTH		28	Registered	74/653403	03/29/1995	1951551	01/23/1996
ILLING TIME		28	Registered	75/975365	12/01/1994	2018453	11/19/1996
ILLING'S BOUNTY		28	Registered	74/007207	12/04/1989	1636522	02/26/1991
LEAD AND DESTROY		9, 41	Notice of Allowance	75/542813	08/26/1998		
LEGENDS OF MIGHT AND MAGIC		9, 41	Pending Application	75/868502	12/09/1999		
MERIDIAN		41	Notice of Allowance	75/514415	07/07/1998		

THE 3DO Company Trademark Status Report

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1	MERIDIAN	9	Notice of Allowance	75/284698	05/01/1997		
2	MERIDIAN 59 LIBERATION	41	To Be Published	75/60235	12/15/1998		
3	MIGHT AND MAGIC	28	Registered	73/631900	12/02/1986	1479759	03/08/1988
4	MIND GAMES	9	Office Action	75/556281	09/21/1998		
5	MISC. DESIGN (SWORD & PLANET (EARTH))	9	Published	75/554387	09/17/1998		
6	NEW WORLD COMPUTING	9	Office Action	75/551299	09/11/1998		
7	NEW WORLD COMPUTING (STYLIZED)	9	Office Action	75/551490	09/11/1998		
8	REAL COMBAT PLASTIC MEN	41	Office Action	75/562776	10/01/1998		
9	REAL COMBAT PLASTIC MEN	9	Registered	75/555609	09/21/1998	2328384	03/14/2000
10	SARGE	28	Req Time To Opp	75/586009	11/10/1998		
11	SARGE	9, 41	Notice of Allowance	75/528700	07/31/1998		
12	SARGES HEROES	9, 41	Pending Application	75/606201	12/15/1998		
13	SCORCH	28	Office Action	75/810622	09/30/1999		
14	SERGEANT HAWK	9, 28, 41	Req Time To Opp	75/729062	06/16/1999		
15	SGT. HAWK	9, 28, 41	To Be Published	75/766665	08/03/1999		
16	SHADOW OF DEATH	9	Dispatched				
17	SHRAP	28	Office Action	75/810621	09/30/1999		
18	SOFTBALL SLAM	9	Pending Application	75/864941	12/06/1999		
19	SOFTBALL SLAM TURBO	9	Dispatched				
20	THICK	28	Office Action	75/810620	09/30/1999		
21	TOY HEROES	9, 41	To Be Published	75/561885	09/30/1998		
22	TOY WARS	9, 28, 41	Office Action	75/710610	05/20/1999		
23	TOYS IN SPACE	9, 41	Office Action	75/706104	05/13/1999		
24	TURBITCH	9	Notice of Allowance	75/560815	09/29/1998		
25	TURPLAY	41	Suspended	75/562423	10/01/1998		
26	TURPLAY	9	Suspended	75/556324	09/12/1998		
27	UPRISING	9	Registered	75/247585	02/25/1997	2217744	01/12/1999
28	VEGAS GAMES	41	Pending Application	75/628778	01/27/1999		
29	VEGAS GAMES	9	Pending Application	75/575218	10/23/1998		
30	WAGES OF WAR THE BUSINESS OF	28	Registered	75/194972	11/08/1996	2265311	07/27/1999
31	BATTLE						
32	WDL	9, 16, 28, 41	Dispatched				
33	WHERE HERE TO PLAY	41	Suspended	75/561686	09/30/1998		
34	WORLD DESTRUCTION LEAGUE	9, 16, 28, 41	Dispatched				
35	WORLDS OF MIGHT AND MAGIC	41	Published	75/649142	02/24/1999		

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