

11-17-2000

FORM PTO-1534  
(Rev. 6-93)

R



ET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101520235

Original documents or copy thereof.

11-3-00

1. Name of conveying party(ies):

Ion Storm, L.P.  
2828 Routh Street, Ste 600  
Dallas, TX 75201

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

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

3. Nature of conveyance:

- Assignment       Merger
- Security Agreement       Change of Name
- Other Intellectual Property Security Agreement

Execution Date: October 17, 2000

2. Name and address of receiving party(ies):

Name: Eidos Interactive, Inc.

Internal Address: \_\_\_\_\_

Street Address: 651 Brannon Street, Suite 400

City: San Francisco State: CA ZIP 94107

- 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  
(Designation must be a separate document from Assignment).  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

See Schedule "C" attached hereto and incorporated herein by reference.

B. Trademark Registration No.(s)

See Schedule "C" attached hereto and incorporated herein by reference.

Additional numbers attached?  Yes  No

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

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved:  
21

7. Total fee (37 CFR 3.41):..... \$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

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

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.




April M. Piercey

November 2, 2000  
Date

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




Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARKS

MARK/COUNTRY	APPLICATION/REGISTRATION NUMBER	STATUS
ANACHRONOX (United States)	Application No.: 75/243,478	02/18/97 Filed
ANACHRONOX (Stylized) (United States)	Application No: 75/317,751	07/01/97 Filed
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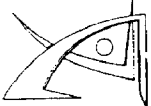


SCHEDULE "C"

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DOPPELGANGER (United States)	Application No: 75/281,605	04/23/97 Filed
EYE ON STORM (United States)	Application No: 75/281,604 Registration No. 2,338,983	Registered 04/04/00
ION STORM (& Color Design)	Application No. 75/282,822 (parent application)	4/23/97 Filed
 ION STORM (& Color Design) (United States)	Application No: 75/979,059 (child application) Registration No.: 2,360,855	Registered 06/20/00
 ION STORM (United States)	Application No: 75/215,965 Registration No.: 2,316,935	Registered 02/08/00

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SUCK IT DOWN (United States)	Application No: 75/365,744	09/30/97 Filed

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 17, 2000, by and between EIDOS INTERACTIVE, INC., a California Corporation ("*Assignee*") and ION STORM, L.P., a Delaware limited partnership ("*Assignor*").

## RECITALS

A. Assignee has agreed to extend certain financial accommodations to Assignee (the "*Advances*") in the amounts and manner set forth in that certain Software Development Agreement dated as of December 1996 by and between Assignee and Assignor (as the same may be amended, modified or supplemented from time to time, the "*Development Agreement*") and that certain Security Agreement by and between Assignee and Assignor dated of January 1997 (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"; capitalized terms used herein are used as defined in the Security Agreement). Assignee is willing to make the Advances to Assignor, but only upon the condition, among others, that Assignor shall grant to Assignee a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Assignor under the Security Agreement.

B. Pursuant to the terms of the Security Agreement, Assignor has granted to Assignee a security interest in all of Assignor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Development Agreement, Assignor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Development Agreement, Assignor grants and pledges to Assignee a security interest in all of Assignor's right, title and interest in, to and under its Copyrights, Patents and Trademarks (including without limitation those Copyrights, Patents and Trademarks listed on **Schedules A, B and C** hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Development Agreement, and those which are now or hereafter available to Assignee as a matter of law or equity. Each right, power and remedy of Assignee provided for herein or in the Security Agreement or the Development Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or

remedy provided for herein and the exercise by Assignee of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or the Development Agreement or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

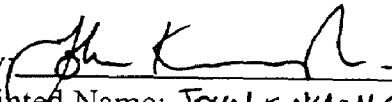
**ASSIGNOR:**

**Address of Assignor:**

2828 Routh Street  
Suite 600  
Dallas, TX 75201

**ION STORM, L.P.,**  
a Delaware limited partnership

By: Ion Storm General Partner, Inc.  
its General Partner

By:   
Printed Name: JOHN KAVAKOWSKI  
Title: CEO

**ASSIGNEE:**

**Address of Assignee:**

651 Brannon Street, Suite 400  
San Francisco, CA 94107

**EIDOS INTERACTIVE, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

remedy provided for herein and the exercise by Assignee of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or the Development Agreement or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

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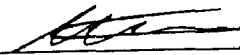
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**Address of Assignee:**

651 Brannon Street, Suite 400  
San Francisco, CA 94107

**EIDOS INTERACTIVE, INC.**

By:   
Printed Name: KEVIN WESTON  
Title: VP FINANCE



**COPYRIGHTS**

**SCHEDULE A - ISSUED COPYRIGHTS**

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
Ion Storm, L.P.  DAIKATANA Collection Series 1 : E1-4/M1-2	SRu330293	Registered 06/24/97
Ion Storm, L.P.  Hiro	VAu349389	Registered 06/24/97
Ion Storm, L.P.  Mikido	VAu349391	Registered 06/24/97
Ion Storm, L.P.  Super Fly	VAu349390	Registered 06/24/97
Ion Storm, L.P.  PAL - 18	VAu406186	Registered 09/08/97
Ion Storm, L.P.  Dominion: Storm Over Gift 3: a Todd Porter Game	PA951805	Registered 06/30/99
Ion Storm, L.P.  Dominion Song: No. 1	PAu2397179	Registered 01/19/99
Ion Storm, L.P.  Dominion Song: No. 2	PAu2397177	Registered 01/15/99
Ion Storm, L.P.  Merc Race: vol. 3, units and structures	VA954785	Registered 09/23/98

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
Ion Storm, L.P. Scorp Race: vol. 4, units and structures	VA954784	Registered 09/23/98
Ion Storm, L.P. Darken race: vol. 1, units and structures	VA954783	Registered 09/23/98
Ion Storm, L.P. Dominion: song no. 3	PAu2358762	Registered 01/15/99
Ion Storm, L.P. Dominion: song no. 4	PAu2340853	Registered 02/04/99
Ion Storm, L.P. Dominion: song no. 5	PAu2340852	Registered 02/04/99
Ion Storm, L.P. Dominion: song no. 6	PAu2340832	Registered 02/04/99

### SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	DATE OF CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
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None

**SCHEDULE C - UNREGISTERED COPYRIGHTS**

**(Where No Copyright Application is Pending)**

COPYRIGHT DESCRIPTION	DATE OF CREATION	FIRST DATE OF DISTRIBUTION	ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM ASSIGNOR	DATE AND RECORDATIO N NUMBER OF ASSIGNMENT TO EACH ASSIGNOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM ASSIGNOR
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None




Schedule "B" attached to that certain Intellectual Property Security Agreement dated  
October 17, 2000.

PATENTS

PATENT	PATENT APPLICATION	PATENT REGISTRATION	DATE	OWNER OF RECORD
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None




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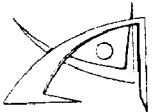


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November 2, 2000

Page Two

If you have any questions regarding the enclosed documentation please call me.

Sincerely,

COOLEY GODWARD LLP



April M. Piercey, CLA  
Corporate Paralegal

Enclosures

cc: Deborah L. Budach, Esq.  
(with enclosures)  
Amy Ratzlaff  
(with enclosures)

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