

04-27-2001



101691602

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4-(B0)

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other:

Conveying Party

 Mark if additional names of conveying parties attachedExecution Date
Month Day Year
03/27/01

- Name Interplay Entertainment Corp.
- Formerly
- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

75397950

Receiving Party

 Mark if additional names of receiving parties attached

Name Microsoft Corporation

DBA/AKA/TA

Composed of

Address (line 1) One Microsoft Way

Address (line 2)

Address (line 3)

City Redmond State/County Washington, King Zip 98052-6399

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Washington

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

04/26/2001 LMUELLER 00000116 75397850

01 FC:481
02 FC:48240.00
1825.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, TRADEMARK

REEL: 002275 FRAME: 0199

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (206) 623-7580

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

37

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/397,850	75/605,979	75/847,494	1,596,613	1,834,758	1,854,242
75/474,398	75/708,993	75/931,058	1,737,704	1,836,284	1,858,703
75/532,773	75/771,631	76/025,037	1,832,342	1,836,291	1,941,851

Number of Properties

Enter the total number of properties involved

74

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 1865⁰⁰

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account).

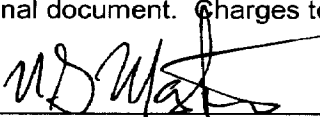
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

R. Gibson Masters



April 11, 2001

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City, State/Country/Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)	Registration Number(s)	
76/026,377	1,949,638	2,021,481 2,070,881
76/026,378	1,953,773	2,026,258 2,072,876
76/036,459	1,959,285	2,034,565 2,077,705
78/031,290	1,962,181	2,049,995 2,077,709
78/031,292	1,962,436	2,051,576 2,078,130
78/035,635	1,981,729	2,056,335 2,079,986
78/050,716	2,009,067	2,070,846 2,080,326

**RECORDATION FORM COVER SHEET
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Trademark Application Number(s)

Registration Number(s)

2,084,915	2,162,545	2,224,808
2,085,039	2,165,169	2,231,196
2,102,234	2,175,708	2,232,471
2,103,798	2,182,958	2,239,173
2,141,294	2,186,477	2,239,195
2,141,610	2,204,227	2,239,196
2,145,377	2,204,425	2,249,634

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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Trademark Application Number(s)

Registration Number(s)

2,261,601

2,269,851

2,272,527

2,279,561

2,314,929

2,364,989

2,432,924

SCHEDULE 1**Trademark Applications and Registrations**

Serial No.	Registration No.	Mark
73805706	1596613	BATTLE CHESS
74126489	1737704	CASTLES
74384474	1832342	CLAY FIGHTER
74305151	1834758	ROCK N ROLL RACING
74341937	1836284	LOST VIKINGS
74350629	1836291	RAGS TO RICHES
74248644	1854242	CLAYMATES
74387623	1858703	MACPLAY
74384475	1941851	CINEMATIC MULTIMEDIA
74527218	1949638	DESCENT
74582371	1953773	STAR REACH
74507990	1959285	BOOGERMAN
74350642	1962181	STONEKEEP
74544431	1962436	BLACKTHORNE
74629069	1981729	POWER PETE
74627463	2009067	CONQUEST OF THE NEW WORLD
75975488	2021481	STONEKEEP
74514923	2026258	BAD MISTER FROSTY
74736092	2034565	WHIPLASH
75030060	2049995	THE DIFFERENCE IS REAL
74735727	2051576	CHESS MATES
75024330	2056335	MUMMY TOMB OF THE PHARAOH
75060661	2070846	SHATTERED STEEL
75098187	2070881	RELOADED
75091419	2072876	M.A.X. MECHANIZED ASSAULT & EXPLORATION
75176673	2077705	BRAIN STORM
75179798	2077709	INTERPLAY
75078519	2078130	NORMALITY
74729636	2079986	VR SPORTS
75098235	2080326	FRAGILE ALLEGIANCE
75055638	2084915	SIGNATURE SERIES
75976194	2085039	REALMS OF THE HAUNTING
75084004	2102234	REALMS OF THE HAUNTING
74618388	2103798	FRANKENSTEIN: THROUGH THE EYES OF THE MONSTER

75011372	2141294	LOADED
75209353	2141610	NORSE BY NORSEWEST
75133820	2145377	DRAWING DISCOVERIES
75086538	2162545	RED ASPHALT
75171840	2165169	BY GAMERS. FOR GAMERS.
75240097	2175708	TRIBAL DREAMS
75237550	2182958	CLAY FIGHTER 63 1/3
75149240	2186477	DIE BY THE SWORD
75060884	2204227	ENGAGE GAMES ONLINE
75237327	2204425	DESCENT MAXIMUM
75333285	2224808	EARTH 2140
75295950	2231196	CRIME KILLER
74628745	2232471	OF LIGHT AND DARKNESS
75078985	2239173	HARDWAR
75103875	2239195	ROLEMASTER: MAGESTORM
75103887	2239196	SPLATTERBALL
75475413	2249634	OF LIGHT AND DARKNESS THE PROPHECY
75383140	2261601	REDNECK RAMPAGE SUCKIN' GRITS ON ROUTE 66
75421395	2269851	REDNECK RAMPAGE RIDES AGAIN
75030055	2272527	VIRTUAL FIELDVISION
74535687	2279561	INTERPLAY
75390434	2314929	DESCENT: FREESPACE THE GREAT WAR
75397533	2364989	KINGPIN
75727695	2432924	FREESPACE
75397850	Pending	R/C STUNT COPTER
75474398	Pending	GIANTS
75532773	Pending	REDNECK RAMPAGE
75605979	Pending	GIANTS CITIZEN KABUTO
75708993	Pending	TEAM EGO
75771631	Pending	INVICTUS
75847494	Pending	REDNECK
75931058	Pending	GALLEON
76025037	Pending	DIGITAL MAYHEM
76026377	Pending	PLANESCAPE: TORMENT
76026378	Pending	SEPTERRA CORE
76036459	Pending	MOTOR MADNESS
78031290	Pending	SUNDERING: WORLD'S END
78031292	Pending	SUNDERING
78035635	Pending	DYNAVERSE 2

Schedule 1
to Patent
Security Agreement

PATENTS

U.S. Patent No. Date Issued Related Foreign Patents

See Schedule IV of the Security Agreement.

PATENT APPLICATIONS

See Schedule IV of the Security Agreement.

TRADEMARK SECURITY AGREEMENT

WHEREAS, INTERPLAY ENTERTAINMENT CORP., a Delaware corporation ("Grantor") owns the copyright registrations and copyright applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Supplemental Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Agreement") with Microsoft Corporation ("Grantee"), providing for extensions of credit and other financial accommodations to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including but not limited to trademark registrations, trademark applications and trademark licenses, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Supplemental Agreement and the other Related Documents (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any renewals thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application; and

(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1.

Trademark Collateral does not include Grantor's rights in any trademark application based on an intent to use the trademark, until such time as the trademark is used in commerce and an Amendment to Allege Use of Statement of Use is filed and accepted by the United States Patent and Trademark Office.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Copyright Security Agreement to be duly executed by its duly authorized officer as of the 27th day of March, 2001.

INTERPLAY ENTERTAINMENT CORP.

By: Victor Sze

Name: Victor Sze

Title: Director of Corporate Affairs

Trademark Security Agreement

**TRADEMARK
REEL: 002275 FRAME: 0209**

ACKNOWLEDGMENT

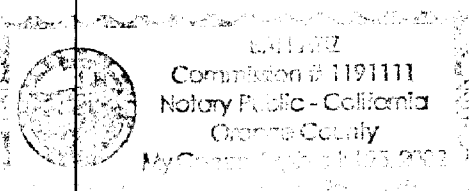
STATE OF California)
) ss.
COUNTY OF Orange)

I certify that I know or have satisfactory evidence that Victor Somien Sze is the person who appeared before me, and said person acknowledged that ~~he~~ ~~she~~ signed this instrument, on oath stated that ~~he~~ ~~she~~ was authorized to execute the instrument and acknowledged it as the Director of Corporate Affairs of Interplay Entertainment Corp. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 5, 2001

BAN AZIZ

Notary Public
Print Name BAN AZIZ
My commission expires July 25, 2002



(Use this space for notarial stamp/seal)

Trademark Security Agreement

TRADEMARK REGISTRATIONS

MARK

REG. NO.

DATE

See Schedule V of the Security Agreement.

TRADEMARK APPLICATIONS

See Schedule V of the Security Agreement.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of February ___, 2001, is between INTERPLAY ENTERTAINMENT CORP., a Delaware corporation, ("Debtor") and MICROSOFT CORPORATION ("Secured Party").

W I T N E S S E T H:

WHEREAS, Secured Party is extending credit to Debtor as contemplated in that certain Supplemental Agreement dated as of even date herewith (the "Supplemental Agreement").

WHEREAS, to induce Secured Party to extend such credit, Debtor has agreed to pledge and grant a security interest in the Collateral (as hereinafter defined) as security for the Liabilities (as hereinafter defined);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used herein without definition and defined in the Supplemental Agreement are used herein as defined therein. In addition, as used herein:

"Accounts" means any "account," as such term is defined in the Uniform Commercial Code, and, in any event, shall include, without limitation, "health-care-insurance receivables," as such term is defined in Revised Article 9.

"Chattel Paper" means any "chattel paper," as such term is defined in the Uniform Commercial Code, including but not limited to Electronic Chattel Paper.

"Collateral" shall have the meaning ascribed thereto in Section 3 hereof.

"Contracts" means all contracts, undertakings, or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"Copyrights" means any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule III attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Documents" means any "documents," as such term is defined in the Uniform Commercial Code.

"Equipment" means any "equipment," as such term is defined in the Uniform Commercial Code.

"Event of Default" means any one or more of the following::

(a) default in the payment when due (whether by lapse of time, acceleration or otherwise) of any amount under the Supplemental Agreement or other obligation payable by Debtor hereunder or under any other Related Document; or

(b) default in the observance or performance of any other provision hereof or of any other Related Document which is not remedied within ten (10) days after written notice thereof to Debtor by Secured Party; or

(c) any representation or warranty made by Debtor herein or in any other Related Document proves untrue in any material respect; or

(d) any event occurs or condition exists (other than those described in clauses (a) through (c) above) which is specified as an event of default under any of the other Related Documents, or any of the Related Documents shall for any reason not be or shall cease to be in full force and effect, or any of the Related Documents is declared to be null and void, or this Agreement shall for any reason fail to create a valid and perfected lien in favor of Secured Party in any Collateral purported to be covered thereby except as expressly permitted by the terms hereof; or

(e) default shall occur under any evidence of indebtedness for borrowed money issued, assumed, or guaranteed by Debtor or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness for borrowed money (whether or not such maturity is in fact accelerated) or any such indebtedness for borrowed money shall not be paid when due (whether by lapse of time, acceleration or otherwise); or

(f) Debtor shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointment or proceeding described in clause (g) below; or

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for Debtor or any substantial part of any of its Property, or a proceeding described in clause (f)(v) above shall be instituted against Debtor, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of forty-five (45) days.

"Fixtures" means all of the following now owned or hereafter acquired by Debtor: plant fixtures; business fixtures; other fixtures and storage facilities, wherever located; and all additions and accessions thereto and replacements therefor.

"General Intangibles" means any "general intangibles," as such term is defined in the Uniform Commercial Code, and, in any event, shall include, without limitation, all right, title and interest in or under any Contract, models, drawings, materials and records, claims, literary rights, goodwill, rights of performance, Copyrights, Trademarks, Patents, warranties, rights under insurance policies and rights of indemnification, and shall also include Payment Intangibles.

"Goods" means any "goods", as such term is defined in the Uniform Commercial Code.

"Instruments" means any "instrument," as such term is defined in the Uniform Commercial Code, and shall include, without limitation, promissory notes, drafts, bills of exchange, trade acceptances, letters of credit, and Chattel Paper.

"Inventory" means any "inventory," as such term is defined in the Uniform Commercial Code, and, in any event, shall include, without limitation, all Inventory as defined in the Supplemental Agreement.

"Investment Property" means any "investment property," as such term is defined in the Uniform Commercial Code.

"Liabilities" shall mean all obligations and liabilities of Debtor under or in respect of the Supplemental Agreement, this Agreement and the other Related Documents, together with all indebtedness, obligations and liabilities of Debtor to Secured Party from time to time.

"Patents" means any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule IV attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Payment Intangibles" means any "payment intangibles," as such term is defined in Revised Article 9.

"Permitted Liens" means those liens and encumbrances described on Schedule VII attached hereto.

"Person" means any natural person, corporation, partnership, trust, limited liability company, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Proceeds" means "proceeds," as such term is defined in the Uniform Commercial Code and, in any event, includes, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (c) any and all other amounts from time to time paid or payable under, in respect of or in connection with any of the Collateral.

"Related Documents" means the Publisher Agreement and all documents executed by Debtor in connection therewith.

"Representative" means any Person acting as agent, representative or trustee on behalf of Secured Party from time to time.

"Trademarks" means any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule V attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time in the State of Washington.

Section 2. Representations, Warranties and Covenants of Debtor. Debtor represents and warrants to, and covenants with, Secured Party as follows:

(a) Debtor is the owner of the Collateral in which it purports to grant a security interest pursuant to Section 3 hereof (subject, with respect to after acquired Collateral, to Debtor acquiring the same) and no lien other than Permitted Liens exists or will exist upon such Collateral at any time;

(b) all of the Equipment, Inventory and Goods owned by Debtor is located at the places as specified on Schedule I attached hereto. Except as disclosed on Schedule I, none of the Collateral is in the possession of any bailee, warehousemen, processor or consignee. The chief place of business, chief executive office and the office where Debtor keeps its books and records are located at the place as specified on Schedule I. Debtor (including any Person acquired by Debtor) does not do business and has not done business during the past five (5) years under any trade name or fictitious business name except as disclosed on Schedule II attached hereto;

(c) no Copyrights, Patents or Trademarks listed on Schedules III, IV and V, respectively, if any, have been adjudged invalid or enforceable or have been canceled, in whole or in part, or are not presently subsisting. Each of such Copyrights, Patents and Trademarks is valid and enforceable. Debtor is the sole and exclusive owner of the entire and unencumbered right, title and

interest in and to each of such Copyrights, Patents and Trademarks, identified on Schedules III, IV and V, as applicable, as being owned by Debtor, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Debtor not to sue third persons. Debtor has adopted, used and is currently using, or has a current bona fide intention to use, all of such Trademarks and Copyrights. Debtor has no notice of any suits or actions commenced or threatened with reference to the Copyrights, Patents or Trademarks owned by it.

(d) Debtor agrees to deliver to Secured Party an updated Schedule I, II, III, IV, V and/or VII within five (5) days of any change thereto.

(e) Debtor's Federal Employer Identification Number is listed below its signature on the signature pages hereto.

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, Debtor hereby pledges and grants to Secured Party, a lien on and security interest in and to all of Debtor's right, title and interest in the following property and interests in property, whether now owned by Debtor or hereafter acquired and whether now existing or hereafter coming into existence and wherever located (all being collectively referred to herein as "Collateral"):

- (a) the Instruments of Debtor, together with all payments thereon or thereunder;
- (b) all Accounts;
- (c) all Inventory;
- (d) all General Intangibles;
- (e) all Equipment;
- (f) all Documents;
- (g) all Contracts;
- (h) all Goods;
- (i) all Investment Property;
- (j) all Fixtures; and

(k) all other tangible and intangible property of Debtor, including, without limitation, all Proceeds, products, accessions, rents, profits, income, benefits, substitutions, additions and replacements of and to any of the property of Debtor described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon and all rights, claims and benefits against any Person relating thereto).

Debtor and Secured Party acknowledge that revised Article 9 of the UCC, in the form or substantially in the form approved in 1998 by the American Law Institute and the National Conference of Commissioners on Uniform State Law ("Revised Article 9"), has been adopted in the State of Washington. Grantor and Secured Party hereby agree that upon the effective date in Washington of Revised Article 9 to the transactions contemplated hereby, all references in this Agreement to sections of the UCC shall be deemed to refer to the equivalent corresponding sections of Revised Article 9.

Section 4. Covenants; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, Debtor hereby agrees with Secured Party as follows:

4.1. Delivery and Other Perfection; Maintenance, etc.

(a) Other Documents and Actions. Debtor shall give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of Secured Party or its Representative) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable Secured Party or its Representative to exercise and enforce the rights of Secured Party hereunder with respect to such pledge and security interest, provided that notices to account debtors in respect of any Accounts, Payment Intangibles or Instruments shall be subject to the provisions of clause (b) below.

(b) Books and Records. Debtor shall permit any representative of Secured Party to inspect such books and records at any time during reasonable business hours and will provide photocopies thereof at Debtor's expense to Secured Party upon request of Secured Party.

(c) Notice to Account Debtor; Verification. (i) Upon the occurrence and during the continuance of any Event of Default, upon request of Secured Party or its Representative, Debtor shall promptly notify (and Debtor hereby authorizes Secured Party and its Representative so to notify) each account debtor in respect of any Accounts, Payment Intangibles or Instruments that such Collateral has been assigned to Secured Party hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to Secured Party, and (ii) Secured Party and its Representative shall have the right at any time or times to make direct verification with the account debtors of any and all of the Accounts and Payment Intangibles.

(d) Intellectual Property. Debtor represents and warrants that the Copyrights, Patents and Trademarks listed on Schedules III, IV and V, respectively, constitute all of the registered Copyrights and all of the Patents and Trademarks now owned by Debtor. If Debtor shall (i) obtain rights to any new patentable inventions, any registered Copyrights or any Patents or Trademarks, or (ii) become entitled to the benefit of any registered Copyrights or any Patents or Trademarks or any improvement on any Patent, the provisions of this Agreement above shall automatically apply thereto and Debtor shall give to Secured Party prompt written notice thereof. Debtor hereby authorizes Secured Party to modify this Agreement by amending Schedules III, IV and V, as applicable, to include any such registered Copyrights or any such Patents and Trademarks.

(e) Compliance with Related Documents. Debtor shall comply with the provisions of the Related Documents applicable thereto.

4.2 Other Liens. Debtor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any lien or other encumbrance on the Collateral except Permitted Liens, and will defend the right, title and interest of Secured Party in and to the Collateral and in and to all Proceeds thereof against the claims and demands of all Persons whatsoever.

4.3 Preservation of Rights. Whether or not any Event of Default has occurred or is continuing, Secured Party and its Representative may, but shall not be required to, take any steps Secured Party or its Representative deems necessary or appropriate to preserve any Collateral or any rights against third parties to any of the Collateral, including obtaining insurance of Collateral at any time when Debtor has failed to do so, and Debtor shall promptly pay, or reimburse Secured Party for, all expenses incurred in connection therewith.

4.4 Name Change; Location; Bailees.

(a) Debtor will notify Secured Party promptly in writing prior to any change in Debtor's name, identity or corporate structure, or the proposed use by Debtor of any tradename or fictitious business name other than any such name set forth on Schedule II attached hereto.

(b) Except for the sale of Inventory in the ordinary course of business, Debtor will keep the Collateral at the locations specified in Schedule I applicable to Debtor. Debtor will give Secured Party thirty (30) day's prior written notice of any change in Debtor's chief place of business, state of organization or of any new location for any of the Collateral.

(c) If any Collateral is at any time in the possession or control of any warehousemen, bailee, consignee or processor, Debtor shall, upon the request of Secured Party or its Representative, notify such warehousemen, bailee, consignee or processor of the lien and security interest created hereby and shall instruct such Person to hold all such Collateral for Secured Party's account subject to Secured Party's instructions.

4.5 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing:

(a) Debtor shall, at the request of Secured Party or its Representative, assemble the Collateral at such place or places as may be reasonably designated by Secured Party or its Representative;

(b) Secured Party or its Representative may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(c) Secured Party shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not said Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if Secured Party were the sole and absolute owner thereof (and Debtor agrees to take all such action as may be appropriate to give effect to such right);

(d) Secured Party or its Representative in their discretion may, in the name of Secured Party or in the name of Debtor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so;

(e) Secured Party or its Representative may take immediate possession and occupancy of any premises owned, used or leased by Debtor and exercise all other rights and remedies of an assignee which may be available to Secured Party; and

(f) Secured Party may, upon ten (10) business days' prior written notice to Debtor of the time and place (which notice Debtor hereby agrees is commercially reasonable notification for purposes hereof), with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of Secured Party or its Representative, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as Secured Party deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and Secured Party or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Debtor, any such demand, notice and right or equity being hereby expressly waived and released. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The proceeds of each collection, sale or other disposition under this Section 4.6 shall be applied in accordance with Section 4.9 hereof.

4.6 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral are insufficient to cover the costs and expenses of such realization and the payment in full of the Liabilities, Debtor shall remain liable for any deficiency.

4.7 Application of Proceeds. The proceeds of any collection, sale or other realization of all or any part of the Collateral, and any other cash at the time held by Secured Party under this Agreement, shall be applied:

first, to payment of all expenses payable or reimbursable under this Agreement and the other Related Documents executed by Debtor;

second, to payment of all accrued unpaid interest on the Liabilities;

third, to payment of principal of the Liabilities;

fourth, to payment of any other amounts owing constituting Liabilities; and

last, any remainder shall be for the account of and paid to Debtor.

4.8 Attorney-in-Fact. Debtor hereby irrevocably constitutes and appoints Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in the discretion of Secured Party, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Secured Party the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following upon the occurrence and during the continuation of any Event of Default:

(a) to ask, demand, collect, receive and give acquittance and receipts for any and all moneys due and to become due under any Collateral and, in the name of Debtor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other Instruments for the payment of moneys due under any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due under any Collateral whenever payable and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due under any Collateral whenever payable;

(b) to pay or discharge charges or liens levied or placed on or threatened against the Collateral other than the Permitted Liens, to effect any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor;

(c) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due, and to become due thereunder, directly to Secured Party or as Secured Party shall direct, and to receive payment of and receipt for any and all moneys, claims and other amounts due, and to become due at any time, in respect of or arising out of any Collateral;

(d) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts and other documents constituting or relating to the Collateral;

(e) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(f) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral;

(g) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate; and

(h) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owners thereof for all purposes, and to do, at Secured Party's option and at Debtor's expense, at any time, or from time to time, all acts and things which Secured Party reasonably deems necessary to protect, preserve or realize upon the Collateral and Secured Party's lien therein, in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies, to the extent permitted by law, all that such attorneys lawfully do or cause to be done by virtue hereof. The power of attorney granted hereunder is a power coupled with an interest and shall be irrevocable until the Liabilities are indefeasibly paid in full.

Debtor also authorizes Secured Party, at any time from and after the occurrence and during the continuation of any Event of Default, (x) to communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of Debtor in and under the Contracts hereunder and other matters relating thereto and (y) to execute, in connection with any sale of Collateral provided for in Section 4.5 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

4.9 Perfection. No earlier than April 5, 2001, Debtor shall file such financing statements, assignments for security and other documents in such offices as may be necessary or as Secured Party or the Representative may request to perfect the security interests granted by Section 3 of this Agreement. Debtor hereby authorizes Secured Party to file a financing statement describing the Collateral

4.10 Termination. This Agreement and the liens and security interests granted hereunder shall not terminate until the complete performance and indefeasible satisfaction of all the Liabilities, whereupon Secured Party shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral to or on the order of Debtor.

4.11 Further Assurances. At any time and from time to time, upon the written request of Secured Party or its Representative, and at the sole expense of Debtor, Debtor will promptly and duly execute and deliver any and all such further instruments, documents and agreements and take such further actions as Secured Party or its Representative may reasonably require in order for Secured Party to obtain the full benefits of this Agreement and of the rights and powers herein granted in favor of Secured Party.

4.12 Limitation on Duty of Secured Party. The powers conferred on Secured Party under this Agreement are solely to protect Secured Party's interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither Secured Party nor its Representative nor any of their respective officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for willful misconduct. Without limiting the foregoing, Secured Party and any Representative shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in their possession if such Collateral is accorded treatment substantially equivalent to that which the relevant Secured Party or any Representative, in its individual capacity, accords its own property consisting of the type of Collateral involved, it being understood and agreed that neither Secured Party nor any Representative shall have any responsibility for taking any necessary steps (other than steps taken in accordance with the standard of care set forth above) to preserve rights against any person with respect to any Collateral.

Also without limiting the generality of the foregoing, neither Secured Party nor any Representative shall have any obligation or liability under any Contract or license by reason of or arising out of this Agreement or the granting to Secured Party of a security interest therein or assignment thereof or the receipt by Secured Party or any Representative of any payment relating to any Contract or license pursuant hereto, nor shall Secured Party or any Representative be required or obligated in any manner to perform or fulfill any of the obligations of Debtor under or pursuant to any Contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or license, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 5. Miscellaneous.

5.1 No Waiver. No failure on the part of Secured Party or any of its Representatives to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Secured Party or any of its Representatives of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws and decisions of the State of Washington, without regard to conflict of law principles thereof.

5.3 Notices. All notices, approvals, requests, demands and other communications hereunder shall be in writing and delivered by hand or by nationally recognized overnight courier, or sent by first class mail or sent by telecopy (with such telecopy to be confirmed promptly in writing sent by first class mail), sent:

- (a) if to Debtor, to: Interplay Entertainment Corp.
16815 Von Karman Ave.
Irvine, CA 92606
Attn: Chief Executive Officer
Facsimile (949) 252-0667
- (b) if to Secured Party, to: Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Attn: Law & Corporate Affairs/Xbox
Facsimile: (425) 936-7329

or to such other address or addresses or telecopy number or numbers as any party hereto may most recently have designated in writing to the other party by such notice. All such communications shall be deemed to have been given or made (i) if delivered in person, when delivered, (ii) if delivered by telecopy, on the date of transmission if transmitted on a business day before 4:00 p.m. Seattle time, otherwise on the next business day, (iii) if delivered by overnight courier, one (1) business day after delivery to the courier properly addressed and (iv) if mailed, three (3) business days after deposited in the United States mail, certified or registered.

5.4 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor sought to be charged or benefited thereby and Secured Party. Any such amendment or waiver shall be binding upon Secured Party and Debtor sought to be charged or benefited thereby and their respective successors and assigns.

5.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, provided, that Debtor shall not assign or transfer its rights hereunder without the prior written consent of Secured Party.

5.6 Counterparts; Headings. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

5.7 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Secured Party and its Representative in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

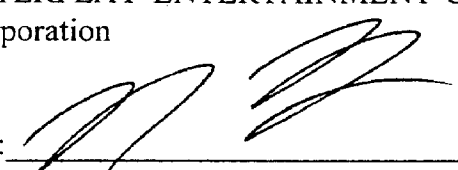
5.8 Other Loan Documents. This Agreement supplements the other Transaction Documents and nothing in this Agreement shall be deemed to limit or supersede the rights granted to Secured Party in any other Related Document. In the event of any conflict between this Agreement and Supplemental Agreement, the provisions of the Supplemental Agreement shall govern.

5.9. Subordination to LaSalle Business Credit. The lien and security interest granted under this Agreement shall be subordinate to any lien granted to (i) **LaSalle Business Credit, Inc.** ("LaSalle") pursuant to any document or agreement executed by Debtor within thirty (30) days of the date hereof (collectively, the "LaSalle Documents") and (ii) **Titus Interactive SA** ("Titus") pursuant to the Secured Revolving Note dated April 14, 2000 and documents ancillary thereto (collectively, the "Titus Documents"). Debtor shall be relieved of any obligation under this Agreement relating to the control or delivery of Collateral to the extent LaSalle or Titus has exercised its rights in the Collateral pursuant to the LaSalle Documents or Titus Documents, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

DEBTOR:

INTERPLAY ENTERTAINMENT CORP., a Delaware corporation

By: 
Name: Brian Fargo
Title: Chief Executive Officer
FEIN: 33-0102707

MICROSOFT CORPORATION

By: _____
Name: _____
Title: _____

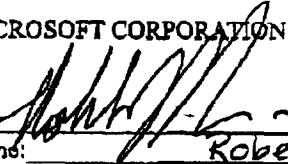
IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

DEBTOR:

INTERPLAY ENTERTAINMENT CORP., a
_____ corporation

By: _____
Name: _____
Title: _____
FEIN: _____

MICROSOFT CORPORATION

By: 
Name: Robert Bach
Title: Sr. VP. Home + Retail Division

SCHEDULE I

Locations of Equipment and Inventory

Interplay Entertainment Corp.
16815 Von Karman Ave.
Irvine, CA 92606

Advance Paper Box Company
6100 S. Gramercy Pl.
Los Angeles CA 90047

Ditan Distribution/Hayward
3335 Arden Road
Hayward, CA 94545

Ditan Distribution/Indiana
909 Whittaker Road
Plainfield, Indiana 46168

Ditan Distribution/Atlanta
5445 Old Dixie Hwy.
Forrest Park, GA

Tech Pacific Australia PTY, Ltd.
3 Millennium Court
Matraville, NSW 2036

Digital River
5198 W 76th Street
Edina, Minnesota 55439

Future Media Productions
25136 Anza Drive
Valencia, CA 91355

JVC Disc America
#2 JVC Road
Tuscaloosa, AL 35405

Maxell Corporation
1725 Dornoch Court
San Diego, CA 92713

Sony Disc Manufacturing
1800 N. Fruitridge Ave.
Terra Haute, IN 47804

Virgin Interactive Entertainment
74A Charlotte Street
London, W1P 1LR

Activision US and UK
3100 Ocean Park Blvd.
Santa Monica, CA 90405

SCHEDULE II

Trade or Fictitious Business Names

VR Sports
MacPlay
Digital Voodoo
Brainstorm
Tribal Dreams
Interplay Films
Tantrum
Flat Cat
Black Isle Studios
Interplay Sports
Interplay Productions

SCHEDULE III

Copyright Applications and Registrations

Work	Registration No.
American Deer Hunter 2000	PA 965-506
Battle Chess	TX 2-893-422
Caesars Palace Imperial Slots	TX 4-777-275
Caesars Palace VIP Blackjack	TX 4-767-412
Caesars Palace VIP Craps	TX 4-767-413
Caesars Palace VIP Video Poker	TX 4-767-411
Clay Fighter 63 1/3	PA 885-156
Conquest of the New World	PA 817-439
Descent	PA 760-299
Descent (Shareware)	PA 760-298
Descent II	PA 817-438
Descent Shareware	PA 760-298
Die By The Sword	PA 915-817
Fallout	PA 886-144
Fallout 2	PA 931-744
Freespace 2	PA 976-087
Invictus	PA 993-475
Jetfighter III	PA 857-025
Loaded	PA 840-868
M.A.X.	PA 829-450
M.A.X. 2	PA 915-304
MDK	PA 808-315
PlaneScape Torment	TX 5-085-749
Poker Night with David Sklansky	PA 967-766
Realms of the Haunting	PA 885-847
Redneck Rampage	PA 844-404
ReLoaded	PA 840-862
Renegade Racers	PA 1-000-156
Shattered Steel	PA 807-946
Star Trek: New Worlds (<i>Interplay & Paramount</i>)	TX 5-176-706
Star Trek: Star Fleet Academy (<i>Interplay & Paramount</i>)	TX 4-690-377
Star Trek: Starfleet Command (<i>Interplay & Paramount</i>)	TX 4-272-948
Stonekeep	PA 826-716
U.S.C.F. Chess	TX 4-783-955
VR Baseball '97 (software only)	TX 4-564-090

VR Baseball 2000	TX 4-771-562
VR Baseball '97	TX 4-564-090
VR Baseball '99	TX 4-771-664
Waterworld (software only)	TX 4-632-447

SCHEDULE IV

Patent Applications

“Saxs Video Object Generation Engine”, Application No. 60/089,944

SCHEDULE V

Trademark Applications and Registrations

Serial No.	Registration No.	Mark
73805706	1596613	BATTLE CHESS
74126489	1737704	CASTLES
74384474	1832342	CLAY FIGHTER
74305151	1834758	ROCK N ROLL RACING
74341937	1836284	LOST VIKINGS
74350629	1836291	RAGS TO RICHES
74248644	1854242	CLAYMATES
74387623	1858703	MACPLAY
74384475	1941851	CINEMATIC MULTIMEDIA
74527218	1949638	DESCENT
74582371	1953773	STAR REACH
74507990	1959285	BOOGERMAN
74350642	1962181	STONEKEEP
74544431	1962436	BLACKTHORNE
74629069	1981729	POWER PETE
74627463	2009067	CONQUEST OF THE NEW WORLD
75975488	2021481	STONEKEEP
74514923	2026258	BAD MISTER FROSTY
74736092	2034565	WHIPLASH
75030060	2049995	THE DIFFERENCE IS REAL
74735727	2051576	CHESS MATES
75024330	2056335	MUMMY TOMB OF THE PHARAOH
75060661	2070846	SHATTERED STEEL
75098187	2070881	RELOADED
75091419	2072876	M.A.X. MECHANIZED ASSAULT & EXPLORATION
75176673	2077705	BRAIN STORM
75179798	2077709	INTERPLAY
75078519	2078130	NORMALITY
74729636	2079986	VR SPORTS
75098235	2080326	FRAGILE ALLEGIANCE
75055638	2084915	SIGNATURE SERIES
75976194	2085039	REALMS OF THE HAUNTING
75084004	2102234	REALMS OF THE HAUNTING
74618388	2103798	FRANKENSTEIN: THROUGH THE EYES OF THE MONSTER

75011372	2141294	LOADED
75209353	2141610	NORSE BY NORSEWEST
75133820	2145377	DRAWING DISCOVERIES
75086538	2162545	RED ASPHALT
75171840	2165169	BY GAMERS. FOR GAMERS.
75240097	2175708	TRIBAL DREAMS
75237550	2182958	CLAY FIGHTER 63 1/3
75149240	2186477	DIE BY THE SWORD
75060884	2204227	ENGAGE GAMES ONLINE
75237327	2204425	DESCENT MAXIMUM
75333285	2224808	EARTH 2140
75295950	2231196	CRIME KILLER
74628745	2232471	OF LIGHT AND DARKNESS
75078985	2239173	HARDWAR
75103875	2239195	ROLEMASTER: MAGESTORM
75103887	2239196	SPLATTERBALL
75475413	2249634	OF LIGHT AND DARKNESS THE PROPHECY
75383140	2261601	REDNECK RAMPAGE SUCKIN' GRITS ON ROUTE 66
75421395	2269851	REDNECK RAMPAGE RIDES AGAIN
75030055	2272527	VIRTUAL FIELDVISION
74535687	2279561	INTERPLAY
75390434	2314929	DESCENT: FREESPACE THE GREAT WAR
75397533	2364989	KINGPIN
75727695	2432924	FREESPACE
75397850	Pending	R/C STUNT COPTER
75474398	Pending	GIANTS
75532773	Pending	REDNECK RAMPAGE
75605979	Pending	GIANTS CITIZEN KABUTO
75708993	Pending	TEAM EGO
75771631	Pending	INVICTUS
75847494	Pending	REDNECK
75931058	Pending	GALLEON
76025037	Pending	DIGITAL MAYHEM
76026377	Pending	PLANESCAPE: TORMENT
76026378	Pending	SEPTERRA CORE
76036459	Pending	MOTOR MADNESS
78031290	Pending	SUNDERING: WORLD'S END
78031292	Pending	SUNDERING
78035635	Pending	DYNAVERSE 2

SCHEDULE VI

[intentionally omitted?]

SCHEDULE VII

Permitted Liens

Liens described in Section 5.9 of this Agreement.