

U.S. DEPARTMENT OF COMMERCE

RI Form PTO-1594 U.S. Patent and Trademark Office (Rev. 03/01) 102103041 OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) 5-20-02 Foothill Capital Corporation The 3DO Company
The 3DO Company Internal 1111 Santa Montra Blud. Address: Individual(s) Association Street Address: General Partnership Limited Partnership City: Los Angeles State: CA Zip: 90025 Corporation-State - California U Other ____ Individual(s) citizenship Association Additional name(s) of conveying party(ies) attached? Tyes I No General Partnership 3. Nature of conveyance: Limited Partnership Corporation-State California ☐ Assignment ☐ Merger Change of Name Security Agreement Other _ If assignee is not domiciled in the United States, a domestic Other Termination Agreement and Release representative designation is attached: 📮 Yes 🔼 No. (Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No Execution Date: April 8, 2002 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) See Attached Schodule See Attached Schedule Additional number(s) attached Yes 🔲 No 5. Name and address of party to whom correspondence 6. Total number of applications and 65 concerning document should be mailed: registrations involved: The 300 Company Internal Address: Attention. Charlette Fu Enclosed Authorized to be charged to deposit account 8. Deposit account number: Street Address: 100 Cardinal Way (Attach duplicate copy of this page if paying by deposit account) DÓ 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. James Alan Cook

Name of Person Signing

00000019 75142950

40.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

05/28/2002 GTON11

01 FC:481 02 FC:482

1600,00 DP

	Schedule A
	t
ANNAL SECTIONS	o Termination A
100	4
	Agreement and Release
(本語)社会(and
	Rel
23.4.5	ease

App. Dr Reg. # 07/31/1996 2196297 11/16/1998 07/05/1999 11/15/1999 11/15/1999 10/07/2000 10/28/1998 03/05/1998 03/05/1998 03/20/1998 03/20/1998 03/20/1999 03/20/1999 03/20/1999

WMGHT AND MAGIC WMGHT AND MAGIC WMGSC. DESIGN (SWORD & PLANET WEARTH) WEARTH) WORLD COMPUTING PLASTIC MEN SARGE S	ANIET 9 Published 73/284498 03/20/1997 28 Registered 73/284498 03/20/1997 28 Registered 73/26/1900 12/20/1986 1479759 28 Published 73/26/1900 12/20/1988 1479759 28 Published 73/26/1999 09/11/1998 27/12ED) 9 Office Action 75/25/2876 09/11/1998 28 Registered 75/25/2476 00/11/1998 28 Registered 75/25/26/29 09/11/1998 28 Registered 75/26/26/29 09/11/1998 29 Action 75/25/26/29 09/11/1998 28 Registered 75/26/26/29 09/11/1998 29 Action 75/26/26/29 09/21/1999 28 Registered 75/26/26/29 09/21/1999 28 Office Action 75/26/26/29 09/21/1998 29 141 Pending Application 75/26/26/29 09/30/1999 20 20 41 Pending Application 75/26/26/29 09/30/1999 20 21 To Be Published 75/26/26/29 09/30/1999 20 21 To Be Published 75/26/26/29 09/30/1999 20 21 To Be Published 75/26/26/29 09/30/1999 20 10 Dispatched 75/26/26/29 09/30/1999 20 10 Dispatched 75/26/26/29 09/30/1999 20 10 Dispatched 75/26/26/29 09/30/1999 21 To Be Published 75/26/26/29 09/30/1999 22 11 To Be Published 75/26/26/29 09/30/1999 23 11 To Be Published 75/26/26/29 09/30/1999 24 Office Action 75/26/26/29 09/30/1999 25 10 Dispatched 75/26/26/29 09/30/1999 26 27 To Be Published 75/26/26/29 09/30/1999 27 To Be Published 75/26/26/29 09/30/1999 28 Office Action 75/26/26/29 09/30/1999 29 Pending Application 75/26/26/29 09/30/1999 20 Dispatched 75/26/26/29 09/30/1999 20 Dispatched 75/26/26/29 09/30/1999 21 To Be Published 75/26/			02/24/1999	75/649142	Devision			1:13
Nolice of Allowance	All To De Politished 73/1284498 03/01/1997 28 Registered 73/03/213 12/15/1998 28 Registered 73/03/213 03/21/1998 1479759 29 Published 73/03/213 09/21/1998 20 Office Action 73/05/28 09/21/1998 21 Registered 75/35/2776 09/21/1998 22 Registered 75/35/2776 09/21/1998 23 Registered 75/35/2776 10/01/1998 24 Registered 75/35/2776 10/01/1998 25 Registered 75/35/2776 10/01/1998 26 Registered 75/35/28/20 09/21/1998 27/24/25/25/25/25/25/25/25/25/25/25/25/25/25/			8661/05/60	75/561686	Dispaiched	9, 16, 28, 4	ORLDS OF MIGHT AND MAGIC	TES
DEBERATION 1	Nolice of Allowance 75/5544698 05/01/1998 28 Registered 75/656499 09/11/1998 1479759 28 Registered 75/556499 09/11/1998 29 Office Action 75/55/1999 09/11/1998 20 Office Action 75/55/1999 09/11/1998 21 Office Action 75/55/1999 09/11/1998 22 Office Action 75/55/1999 09/11/1998 23 Registered 75/55/6499 09/11/1998 24 Office Action 75/55/199 09/11/1998 25 Registered 75/55/6499 09/11/1998 26 Registered 75/55/6499 09/11/1998 27/12/20 09/11/1998 28 Registered 75/55/6499 09/11/1998 29 Pending Application 75/56/020 09/11/1999 20 Office Action 75/56/020 00/11/1999 21 Pending Application 75/56/65/5 08/03/1999 22 Office Action 75/56/65/5 08/03/1999 23 Office Action 75/56/65/5 08/03/1999 24 Office Action 75/56/65/5 08/03/1999 25 Office Action 75/56/65/5 08/03/1999 26 Office Action 75/56/65/5 08/03/1999 27/56/65/3 09/30/1999 28 Office Action 75/56/65/5 08/03/1999 29 Office Action 75/56/65/5 08/03/1999 30 Office Action 75/56/65/5 08/03/1999 30 Office Action 75/56/65/5 08/03/1999 31 Office Action 75/56/65/5 08/03/1999 32 Office Action 75/56/65/5 08/03/1999 33 Office Action 75/56/65/5 08/03/1999 34 Office Action 75/56/65/5 08/03/1999 35/56/64/3 09/30/1999 35/56/64/3	011211121999				Dispatched	5	THE HERE TO PLAY	3 2
PLIBERATION 1	Notice of Allowance 75/284698 05/61/1997 28 Registered 75/603215 12/15/1998 9 Office Action 75/55281 09/21/1998 1479759 9 Clfrice Action 75/55281 09/21/1998 1479759 9 Clfrice Action 75/55281 09/21/1998 1479759 9 Clfrice Action 75/552870 09/11/1998 28 Registered 75/552776 10/01/1998 28 Registered 75/528700 09/11/1998 28 Clfrice Action 75/528700 09/11/1998 28 Clfrice Action 75/528700 09/21/1998 29 9, 28, 41 Pending Application 75/810621 09/30/1999 9 28, 41 To Be Published 75/728062 06/16/1999 9 Dispatched 75/728062 06/16/1999 9 Dispatched 75/7128062 09/30/1999 10 Diffice Action 75/810621 09/30/1999 10 Diffice Action 75/61885 09/30/1999 10 Diffice Action 75/50/815 09/30/1999 10 Diffice Actio	DOMAN CONTRACTOR OF THE PROPERTY OF THE PROPER	2265311	11/08/1996	75/194972	ewelsic Ted		DL COMPANY OF THE PROPERTY OF	13
PLIBERATION 1	Notice of Allowance 75/284698 05/01/1997 28 Registered 75/603215 12/15/1998 9 Office Action 75/556281 09/21/1998 1479759 9 Published 75/556281 09/21/1998 00ffice Action 75/556281 09/21/1998 00ffice Action 75/556281 09/21/1998 00ffice Action 75/556281 09/21/1998 00ffice Action 75/556281 09/21/1998 10 Office Action 75/55649 09/21/1998 28 Req Time To Opp 75/56649 09/21/1998 9, 41 Office Action 75/56276 10/01/1998 9, 41 Pending Application 75/56209 11/10/1998 9, 28, 41 To Be Published 75/56620 12/15/1998 9, 28, 41 To Be Published 75/56665 08/03/1999 9, 28, 41 To Be Published 75/66665 08/03/1999 9, 41 To Be Published 75/66665 08/			10/27/1999	75/575218	pplica	28	AGES OF WAR THE BUSINESS OF	745 13
PLIBERATION 41 To Be Published 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2846/98 75/2848/98 75/28	Notice of Allowance	Olylannon Carlotte Carlotte	2217744	02/25/1997	75/247585	<u>.</u>	=	EGAS GAVES	33 3
	TION 41			09/21/1998	75/556324	Deposition of the second	.	VEGAS GAMES	45
IMBERIATION 1	TION A			8661/67/60 8661/67/60	75/562423	Suspended	9	IRUPLAY	<u>_</u> -
AMGHILDIAN 59 LIBERATION 41 To Be Published 75/284698 05/01/1997 05/01/1997 05/01/1997 05/01/1997 05/01/1997 05/01/1997 05/01/1998 05/01/1997 05/01/1998 05/01/1997 05/01/1998 05/01/1999 05/01/1998 05/01/1999 05/01/1998 05/01/1999 05/01/1998 05/01/1999 05/01/	TION A To Be Published Tyle4698 Oxford Oxfor			05/13/1999	75/560815	Notice of Allowance	<u>.</u>	TRUPLAY	, 5
HMERLUNAN 99 LIBERATION 4	Notice of Allowance		,	05/20/1999	75/710610	Office Action	• • •	TRUETICH	
#MAGHT AND MAGIC 28 Registered 41 To Be Published 73603215 12/15/1998 41 Registered 73603215 12/15/1998 41 Registered 7363216 05/17/1998 41 CHICC Action 73556281 05/17/1998 41 CHICC Action 73556281 05/17/1998 41 Published 73656387 05/17/1998 41 Published 73656387 05/17/1998 41 Published 73656387 05/17/1998 41 Published 7365639 05/17/1998 42 SARGE 74 PLASTIC MEN 9 Registered 75/56049 05/17/1998 43 SARGE 14 PLASTIC MEN 9 Registered 75/56049 05/17/1998 43 SARGES HEROES 9, 41 Notice of Allowance 75/58009 05/17/1998 43 SERGIANT HAWK 9, 28, 41 Notice of Allowance 75/58009 05/17/1998 43 SERGIANT HAWK 9, 28, 41 Req Time To Opp 75/58009 05/17/1998 43 SERGIANT HAWK 9, 28, 41 To Be Published 75/72962 05/16/1999 45 SOFTBALL SLAM TURBO 9 Pending Application 75/86665 08/03/1999 46 Pending Application 75/86665 08/03/1999 47 THORK 15 LAM TURBO 9 Pending Application 75/86665 08/03/1999 47 THORK 25 28 Office Action 75/86665 08/03/1999 48 Office Action 75/86665 08/03/1999 48 Office Action 75/86665 08/03/1999 49 Pending Application 75/86665 08/03/1999 40 Dispatched 75/86665 08/03/1999 41 To Be Published 75/86665 08/03/1999 42 THORY HEROES 9, 41 To Be Published 75/86665 08/03/1999 43 Office Action 75/86665 08/03/1999 44 Office Action 75/86665 08/03/1999 45 Office Action 75/86665 08/03/1999 46 Office Action 75/86665 08/03/1999 47 THORY HEROES 9, 41 To Be Published 75/86665 08/03/1999 48 Office Action 75/86665 08/03/1999 49 Dispatched 75/86665 08/03/1999 49 Dispatched 75/86665 08/03/1999 49 Dispatched 75/86665 08/03/1999	TION 4			09/30/1998	75/561885	Office Action	9, 28, 4)	TOYS IN SPACE	
### COMBAT PLASTIC MEN SARGES HEROES SARGES HEROES SCORCH SCOFTBALL SLAM TURBO PUBLIC NAME **SOFTBALL SLAM TURBO **SOFTBALL SLAM T	Profile			09/30/1999	75/810620	To Be Published	9,41	TOY WARS	17
MOREUDIAN 59 LIBERATION 41 To Be Published 73/284698 05/01/1997 4/07/05C OF AIDMANGET 41 To Be Published 73/284698 05/01/1997 4/07/05C OF BERNING 73/03215 12/15/1998 4/07/05C OF BERNING 73/05/05C OF BERN	Notice of Allowance			12/06/1999	14040	Dispalched	28	THICK	8
	Notice of Allowance 75/284698 28 Registered Office Action 75/556281 Office Action 75/556280 Office Action 75/556276 Office Action 75/556276 Office Action 75/556276 Office Action 75/56609 Office Action 75/56609 Office Action 75/56665 Office Action 75/75965 Office Action 75/756665 Office Action 75/766665 Office Action 75/766665 Office Action 75/766665 Office Action 75/766665			09/30/1999	75/864649	Pending Application) 	SOFTBALL SLAM TURBO	٠.
MERUDIAN 59 LIBERATION 41 To De Published 75/284698 05/01/1997 41 To De Published 75/284698 05/01/1997 41 To De Published 75/284698 05/01/1997 41 75/03215 12/15/1998 479759 41 479759 47975	Notice of Allowance 75/284698 75/284698 75/284698 75/284698 75/284698 75/284698 75/284698 75/284698 75/284698 75/284698 75/2900 12/17/1998 75/25281 9 Office Action 75/256281 9 Office Action 75/254387 9 Office Action 75/254387 9 Office Action 75/254387 9 Registered 75/2562776 9 Registered 75/2562776 9 Registered 75/2562776 9 Registered 75/2562776 9 Reg Time To Opp 75/28700 9 28 Pending Application 75/28700 9 28 Office Action 75/29620 9 28 Office Action 75/29620 9 28 Office Action 75/29620 9 28 Office Action 75/29622 9 28 Office Action 75/29623 9 28 Office A	名の 大きの ライン 三大橋 三年	•		75/01077	Office Action	2 22	SOFTBALL SLAM	1 est.
MARILDIAN 59 LIBERATION 41 To Be Published 73/284698 0501/1997 WMGHT AND MAGIC 28 Registered 73/284698 0501/1997 WMINTO GAMES 9 Office Action 73/556281 05/21/1986 1479759 WMINTO GAMES 9 Office Action 73/556281 05/21/1988 1479759 WMINTO GAMES 9 Office Action 73/5562776 05/21/1988 1479759 WMINTO GAMES 9 Office Action 73/556276 05/21/1988 1479759 WMINTO GAMES 05/21/1988 05/21	Notice of Allowance 75/284698 05/01/1997 28 Registered 75/603235 12/15/1998 9 Office Action 75/556281 09/21/1998 1479759 NET 9 Published 75/554387 09/11/1998 YLLZED) 9 Office Action 75/551299 09/11/1998 41 Office Action 75/551299 09/11/1998 28 Registered 75/55049 09/11/1998 9, 41 Notice of Allowance 75/528700 09/21/1998 9, 41 Pending Application 75/606201 12/15/1998 9, 28, 41 Reg Time To Opp 75/810622 09/30/1998 9, 28, 41 To Re Backing 75/729062 06/16/1906			08/03/1999	75/766665	Dispatched	• ••	SHRAP	<u> </u>
MERUDIAN 59 LIBERATION 41 To Be Published 73/284698 03/01/1997 12/15/1998 12/15/1999 12/15/1999 12/15/1999 12/02/1986 14/9759 12/02/1986 14/9759 12/02/1986 14/9759 12/02/1986 14/9759 12/02/1988 14/9759 12/02/1988 12/02/1998	Notice of Allowance 75/284698 05/01/1997 28 Registered 75/284698 05/01/1997 9 Office Action 75/556281 09/21/1998 VLIZED) 9 Office Action 75/551299 09/11/1998 9 Registered 75/551490 09/11/1998 9 Registered 75/551490 09/11/1998 9 Registered 75/55649 09/21/1998 9 Registered 75/55649 09/21/1998 9, 41 Notice of Allowance 9, 41 Pending Application 75/528700 07/31/1998 9, 41 Pending Application 75/606201 12/15/1998 Office Action 75/606201 12/15/1998 75/810672 007/31/1998		•	06/16/1909	75/729062	To Ba Balling To Opp	9, 28, 41	SHADOW OF DEATH	- ·
Notice of Allowance 75/284698 05/01/1997 WARRINGHT AND MAGIC 28 To Be Published 75/603235 12/15/1998 WARRING DESIGN (SWORD & PLANET 9 Office Action 75/556281 09/21/1998 WORLD COMPUTING (STYLLZED) 9 Office Action 75/554387 09/17/1998 WAREAL COMBAT PLASTIC MEN 9 Registered 75/581490 09/11/1998 SARGE 19. 41 Office Action 75/551299 09/11/1998 SARGE 19. 41 Office Action 75/551299 09/11/1998 SARGE 19. 41 Office Action 75/551299 09/11/1998 SARGE 75/586009 11/10/1998 SARGE 75/586009 11/10/1998 23283B4 0 SARGE 75/586009 11/10/1998 13/10/1998 SARGES HEROES 9, 41 Pending Application 75/528700 07/31/1998 SCORCH 75/528700 07/31/1998	Notice of Allowance 75/284698 05/01/1997 28 Registered 75/603235 12/15/1998 9 Office Action 75/556281 09/21/1998 1479759 9 Published 75/554387 09/17/1998 YLLZED) 9 Office Action 75/551299 09/11/1998 9 Registered 75/552776 10/01/1998 28 Req Time To Opp 75/558609 11/10/1998 9, 41 Notice of Allowance 75/528700 07/31/1998 9, 41 Pending Application 75/528700 07/31/1998			12/15/1998	75/810622	Office Action	4 28 41 4 86 P	SERGEANT HAWK	۹ ~
MERIDIAN 59 LIBERATION 41 Notice of Allowance 75/284698 05/01/1997 WIND GAMES 12/15/1998 Published 75/556281 05/02/1986 1479759 WIND GAMES 12/15/1998 Published 75/556281 05/02/1998 Published 75/556281 05/02/11/1998 Published 75/556281 05/02/1998 Published	Notice of Allowance 75/284698 05/01/1997 28 Registered 75/603235 12/15/1998 9 Office Action 75/556281 09/21/1998 YLLZED) 9 Office Action 75/551299 09/11/1998 9 Registered 75/551299 09/11/1998 9 Registered 75/562776 10/01/1998 9 Registered 75/55049 09/21/1998 2328384 0 9, 41 Notice of Allowance 75/586009 11/10/1998			07/31/1998	75/606301	Pending Application	9, 41	SCORCH	. , .
MEIUDIAN 59 LIBERATION 41 To Be Published 75/284698 05/01/1997	Notice of Allowance 75/284698 05/01/1997 28 Registered 75/603235 12/15/1998 9 Office Action 75/554387 09/17/1998 YLIZED) 9 Office Action 75/551490 09/11/1998 9 Registered 75/551490 09/11/1998 9 Registered 75/55049 09/11/1998 28 Registered 75/556049 09/11/1998	03/14/2000		11/10/197	75/586009	Notice of Allowance	9, 41	SARGE'S HEROFS	
Notice of Allowance	Notice of Allowance 75/284698 05/01/1997 To Be Published 75/03215 12/15/1998 Registered 75/03215 12/15/1998 Office Action 75/554387 09/17/1998 YLLZED) 9 Office Action 75/551299 09/11/1998 Office Action 75/551299 09/11/1998			09/71/1998 14/01/1998	.75/556049	Registered	2g 9	SARGE	
Notice of Allowance	Notice of Allowance 75/284698 05/01/1997 28 To Be Published 75/603235 12/15/1998 9 Office Action 75/556281 05/21/1998 Published 75/554387 09/17/1998 YLIZED) 0 Office Action 75/551290 00000000000000000000000000000000000		æ ∝	661/11/60	75/551490	Office Action	1	TREAL COMBAT PLASTIC MEN	
Notice of Allowance	Notice of Allowance 75/284698 05/01/1997 28			0011110	75/551290	Office Action	ED) °	"NEW WORLD COMPUTING (STYLL)	
MEJUDIAN 59 LIBERATION 41 Notice of Allowance 75/284698 05/01/1997 12/15/1998 12/1	Notice of Allowance 75/284698 05/01/1997 To Be Published 75/03235 12/15/1998 Registered 75/031900 12/02/1986 1479759 PLANET 9 Published 75/556281 09/21/1998		, cŏ	09/17/199	/ SCACIOL.			NEW YORLD COMPUTING	
Notice of Allowance 75/284698 05/01/1997 PANGHT AND MAGIC PENDING OF ACIDE Published 75/03235 12/15/1998 Registeral 73/631900 12/02/1986 1470750	Notice of Allowance 75/284698 05/01/1997 To Be Published 75/603235 12/15/1998 Registered 73/631900 12/02/1986 1470750	8861/80/50		09/21/199	75/556281	Published	. 9	FEARTH)	
WEIGHT AND MAGIC To Be Published 75/284698 75/284698 75/603235	Notice of Allowance 75/284698 To De Published 75/603235			12/02/196	73/631900	Office Action	9	HARIO DESIGNI CONOCIO	
MERIDIAN 59 LIBERATION Notice of Allowance 71/294200	Notice of Allowance 75/704/200		97	13/15/10/20	75/603235	To De Published	28 28	WIGHT AND MAGIC	
	e				00776C/5C	Notice of Allowance	· •	MEJUDIAN 59 LIBERATION	Q

Termination Agreement and Release

This Termination Agreement and Release (this "Agreement") is made this δ

day of April, 2002, by and between, on the one hand, the lenders identified on the signature

pages hereof (the "Lenders") and FOOTHILL CAPITAL CORPORATION, a California

corporation, as the arranger and administrative agent for the Lenders (in such capacity, "Agent":

and together with the Lenders, the "Lender Group"), and, on the other hand, THE 3DO

COMPANY, a California corporation ("Borrower"), THE 3DO COMPANY, a Delaware

corporation ("Parent"), and 3DO EUROPE, LTD., a company incorporated under the laws of

England ("UK Sub") (Parent and UK Sub are hereinafter collectively referred to as the

"Guarantors").

This Agreement is entered into with reference to the following:

A. On or about April 6, 2000, the Lender Group, on the one hand, and Borrower and

the Guarantors, on the other hand, entered into that certain Loan and Security Agreement (the

"Loan Agreement") and other related Loan Documents (as that term is defined in the Loan

Agreement, and all other capitalized terms not defined in this Agreement shall have the

meanings ascribed to such terms in the Loan Agreement), pursuant to which the Lender Group

extended certain financial accommodations to Borrower, and Borrower granted in favor of

Agent, for the benefit of the Lender Group, a security interest in and liens on substantially all of

Borrower's assets.

В. On or about April 6, 2000, each of the Guarantors executed in favor of and

delivered to Agent, for the benefit of the Lender Group, certain guaranties, guarantor security

agreements, and other pledges of collateral in connection with the financial accommodations to

Borrower under the Loan Documents.

1

C. The Loan Agreement matures on April 6, 2002.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties

hereto acknowledges and agrees as follows.

1. Lender Group Expenses. On or before 11:00 a.m., Los Angeles time, on April

5, 2002 (the "Payoff Date"), Borrower shall pay to Agent, for the benefit of the Lender Group, in

cash the aggregate amount of \$37,880.69 (the "Payoff Amount"), subject to adjustment as set

forth in this Paragraph 1, consisting of: (a) \$50.69 in respect of accrued and unpaid interest

through and including April 5, 2002, (b) \$1,250.00 in respect of the amount payable for the

unused line fee that was due on April 1, 2002, (c) \$1,500.00 in respect of the amount payable for

the loan servicing fee that was due on April 1, 2002, (d) \$80.00 in respect of the amount payable

for wire fees, and (e) the amount of \$35,000 in respect of reasonably anticipated Lender Group

Expenses to be incurred by the Lender Group from and after the Payoff Date (the "Payoff

Reserve"). In the event that the Payoff Amount is not received by Agent on or before the Payoff

Date, the Payoff Amount shall increase by \$312.50 for each twenty-four hour period thereafter.

As of the date hereof, the Agent's Account contains approximately \$33,658 of Borrower's cash

Collections. Borrower and the Lender Group agree that the Payoff Amount may be satisfied by

(i) Agent's retention of an amount equal to \$33,658 from Borrower's cash Collections, plus (ii) a

cash payment from Borrower in an amount equal to \$4,222.69. Within 90 days of the date of

this Agreement, Agent shall transfer to Borrower the unused portion, if any, of the Payoff

Reserve.

2. Termination of Obligations Other Than Indemnity. The Lender Group,

Borrower, and each of the Guarantors acknowledge and agree that upon Agent's receipt of (a) a

2

FY2\81814B.02

fully executed counterpart of this Agreement signed by the Lender Group, Borrower, and each of

the Guarantors, and (b) the Payoff Amount, all of the Obligations under the Loan Documents

shall be terminated and satisfied in full; provided, however, that (A) all Obligations to indemnify

each Indemnified Person under Section 11.3 of the Loan Agreement and to reimburse the Lender

Group for Lender Group Expenses shall remain in full force and effect, and (B) to the extent that

any payments or proceeds (or any portion thereof) received by Agent or any Lender shall be

subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential,

set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party

under any bankruptcy law, state or federal law, common law or equitable cause, then to the

extent that the payment or proceeds is rescinded or must otherwise be restored by Agent or such

Lender, as applicable, whether as a result of any proceedings in bankruptcy or reorganization or

otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived

and continue to be in full force and effect, as if the payment or proceeds had never been received

by Agent or such Lender, as applicable, and this Agreement shall in no way impair the claims of

the Lender Group with respect to the revived Obligations.

3. Termination of Loan Documents. Borrower and each of the Guarantors

hereby confirm that the commitment of the Lender Group to extend credit under the Loan

Agreement and the other Loan Documents is terminated as of the Payoff Date, and, as of the

Payoff Date, the Lender Group has no further obligation to extend credit to Borrower.

4. Release of Collateral. Agent, on behalf of the Lender Group, will, as

promptly as practicable:

a. Execute and deliver any Uniform Commercial Code termination

statements that (i) Borrower and Guarantors reasonably may request to release, as

JY2\818148.02

of record, the financing statements previously filed by Agent, on behalf of the

Lender Group, with respect to the Obligations, and (ii) at Agent's election,

Borrower and Guarantors prepare;

b. Execute and deliver any and all other lien releases and other similar

discharge or release documents (and if applicable, in recordable form) that (i)

Borrower and Guarantors reasonably may request to release, as of record and

without any recourse, representation, or warranty, the security interests and all

other notices of security interests and liens previously filed by Agent, for the

benefit of the Lender Group, with respect to the Obligations, and (ii) at Agent's

election, Borrower and Guarantors prepare;

c. Return (without recourse, representation or warranty) to Borrower and

Guarantors (or any one of them that Agent selects) any and all pledged stock

certificates and related stock powers previously delivered to Agent, for the benefit

of the Lender Group, in connection with the Loan Documents.

5. Representations or Warranties. The Lender Group makes no representation or

warranty with respect to the state of title to any collateral securing the Obligations. Borrower

and each of the Guarantors represent and warrant that each has the power and authority to enter

into this Agreement.

6. Additional Documents. The Lender Group shall execute and deliver to or for

Borrower and Guarantors, at Borrower's and Guarantors' sole expense, such additional

documents (that, at Agent's election, Borrower and Guarantors prepare) and shall provide

additional information as Borrower and Guarantors may reasonably require to carry out the terms

of this Agreement.

LANLIB1\JY2\818148.02

4

7. Acknowledgments of Borrower and Guarantors. Borrower and each of the Guarantors (a) acknowledge and agree that the release in paragraph 10 hereof shall not release Borrower and Guarantors of the Obligations arising from the indemnity provisions under Section 11.3 of the Loan Agreement and from the Obligations to pay for Lender Group Expenses under the Loan Agreement, and (c) confirm their agreement to the terms and provisions of this Agreement by returning to Agent a signed counterpart of this Agreement.

8. <u>Conditions</u>. The obligations of the Lender Group under this Agreement are subject to the fulfillment, to the satisfaction of the Lender Group, of the following conditions precedent: (a) Agent shall have received a counterpart of this Agreement duly executed by each of the parties hereto; and (b) Agent shall have received the Payoff Reserve on the Payoff Date.

Released Matters. The claims released pursuant to this Agreement (the "Released Claims") include all claims between the Lender Group, on the one hand, and Borrower and each of the Guarantors, on the other hand, including but not limited to principal, interest, charges, fees, together with any and all other claims, demands, obligations, liabilities, indebtedness, responsibilities, disputes, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action (whether at law or in equity), debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, rights of offset, losses and expenses, of every type, kind, nature, description or character, known and unknown, whensoever arising and occurring at any time up to and through the date hereof, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent, which in any way arise out of, are connected with or relate to the Loan Documents.

5

10. Release by Borrower and Guarantors. Borrower and each of the Guarantors, and their respective predecessors, successors and assigns, hereby fully, finally, irrevocably, forever and unconditionally release, discharge and acquit Agent, each of the Lenders, and each of Agent's and the Lenders' officers, employees and agents, from all Released

11. Release by Lender Group of Borrower and each of the Guarantors. Each

member of the Lender Group and each of its predecessors, successors and assigns, hereby fully,

Claims, except for the rights and obligations under this Agreement.

finally, irrevocably, forever and unconditionally release, discharge and acquit Borrower and each

of the Guarantors from all Released Claims, except for the obligations of Borrower and each of

the Guarantors under this Agreement, under the indemnity provisions in Section 11.3 of the Loan

Agreement, and under the Loan Agreement to reimburse the Lender Group for Lender Group

Expenses.

12. Waiver of Statutory Benefits. The parties intend that the foregoing

releases shall be effective as a full and final accord and satisfaction of Released Claims, and each

of the parties hereby agrees, represents and warrants that the matters released herein are not

limited to matters which are known or disclosed. In this connection, each of the parties hereby

agrees, represents and warrants that it realizes and acknowledges that (a) factual matters now

existing and unknown to it may have given or may hereafter give rise to Released Claims which

are presently unknown, unsuspected, unliquidated, unmatured and/or contingent, (b) such

Released Claims may be unknown, unsuspected, unliquidated, unmatured and/or contingent due

to ignorance, oversight, error, negligence or otherwise, and (c) if such Released Claims had been

known, suspected, liquidated, matured and/or unconditional, such party's decision to enter into

this release may have been materially affected. Each party further agrees, represents and

6

warrants that this release has been negotiated and agreed upon in view of these realizations.

Nevertheless, each party granting a release hereby intends to release, discharge, and acquit the

parties receiving a release of and from any such unknown, unsuspected, unliquidated, unmatured

and/or contingent Released Claims which are in any way set forth in or related to the matters

identified hereinabove. EACH PARTY HEREBY EXPLICITLY WAIVES ALL RIGHTS

UNDER AND ANY BENEFITS OF ANY COMMON LAW OR STATUTORY RULE OR

PRINCIPLE WITH RESPECT TO THE RELEASE OF SUCH CLAIMS, INCLUDING,

WITHOUT LIMITATION, SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH

PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS

WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE

MATERIALLY AFFECTED HIS SETTLEMENT WITH THE

DEBTOR.

EACH PARTY AGREES THAT NO SUCH COMMON LAW OR STATUTORY RULE OR

PRINCIPLE, INCLUDING SECTION 1542 OF THE CALIFORNIA CIVIL CODE, SHALL

AFFECT THE VALIDITY OR SCOPE OR ANY OTHER ASPECT OF THIS RELEASE.

13. Further Assurances. From time to time, at the request of any party hereto

and without further consideration, the other parties will execute and deliver to such requesting

party such documents and take such other action as such requesting party may reasonably request

in order to consummate more effectively the releases contemplated hereby, including without

limitation, Agent promptly shall execute and deliver to Borrower and the Guarantors any

7

documents prepared by and tendered by Borrowers and Guarantor required to give notice of or

effectuate the release by Agent, for the benefit of the Lender Group, of its security interests in

the property of Borrower and the Guarantors, including but not limited to Uniform Commercial

Code termination statements and filings with the U.S. Trademark Office.

14. No Assignment. Each of the parties hereto agrees, represents, and

warrants that such party has not voluntarily, by operation of law or otherwise, assigned,

conveyed, transferred or encumbered, either directly or indirectly, in whole or in part, any right

to or interest in any of the Released Claims.

15. Choice of Law; Severability. This Agreement shall be governed by and

construed in accordance with the laws of the State of California as applied to agreements among

parties resident therein. Whenever possible, each provision of this Agreement shall be

interpreted in such manner as to be effective and valid under applicable law, but if any provision

of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be

ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder

of such provision or the remaining provisions of this Agreement.

16. Advice of Counsel. Each party has had advice of independent counsel of

its own choosing in negotiations for and the preparation of this Agreement, has read this

Agreement in full and final form, and has had this Agreement fully explained to it to its

satisfaction.

17. No Third Party Beneficiaries. This Agreement is executed for the parties

hereto, and no other person, corporation, partnership, individual or other entity not a party to this

Agreement shall have any rights herein as a third party beneficiary or otherwise, except to the

extent expressly and specifically provided herein.

8

18. <u>Counterparts</u>. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax, and each duplicate faxed signature copy shall be deemed to be an original of this Agreement.

19. <u>Entire Agreement</u>. This is the entire Agreement between the parties with respect to this matter. There are no other agreements or understandings, written or oral, express or implied.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives.

Dated: April 3, 2002

FOOTHILL CAPITAL CORPORATION, a California corporation, as Agent and the Lender

By:	Suchnenson
Name:	Snew Generiban
Its:	W

(. 0

Dated: April 8, 2002

THE 3DO COMPANY, a California corporation, as Borrower

By:	James alar book
Name:	JAMES ALAN COOK
Its:	Exec. Vice President

[signatures continue]

Dated:	April $oldsymbol{\mathcal{B}}$,	2002
--------	----------------------------------	------

THE 3DO COMPANY, a Delaware corporation,

as Guarantor

By: Name:

SECRETARY

Its:

Dated: April 3, 2002

3DO EUROPE, LTD., a company organized under

the laws of England, as Guarantor

RECORDED: 05/20/2002