

Trademark License Of The Test Drive Franchise

November 8, 2007

The following terms and conditions establish the agreement (the “License”) between Infogrames Entertainment S.A. (“Licensee”) and Atari, Inc. (“Licensor”) with respect to the Franchise (as defined below) until such time as superseded by the long-form agreement with respect to the subject matter hereof that is contemplated by the parties.

1. Franchise:

“Franchise” collectively shall mean the series of interactive computer and video games known as “*Test Drive*” and “*Test Drive Unlimited*” (including, but not limited to, all written expressions of the Licensor-published retail and other versions of such games, expansion packs, add-on products, and manuals, including, without limitation, as the foregoing are set forth on Exhibit A hereto (the Catalogue Titles”), subject to any license limitations or restrictions thereon (which shall be handled in accordance with Section 7 of this License), and all intellectual property and proprietary rights owned or controlled by Licensor therein, including, without limitation, all programmers’ notes and development tools used to develop any such games, source code and object code of such games, copyrights, moral rights, inventions, patents, patent applications, trade secrets, design rights, domain names, logos, trademarks, service marks, and trade names owned or controlled by Licensor, and specifically including, but not limited to, those rights and elements (trademark registrations and applications, copyright registrations and applications, and domain names,) which are listed on Exhibit A1 hereto. Exhibit A includes Exhibit A1 and Exhibit A2. Exhibit A1 includes all of the elements of the Franchise that are owned or controlled by Licensor. All of the elements of the Franchise not owned or controlled by Licensor are listed in Exhibit A2.

2. Licensed Products:

The products set forth in Exhibit B hereto

3. Territory:

Worldwide

4. Effective Date:

November 8, 2007

5. Term:

“Term” shall mean the seven (7) year period commencing on the Effective Date. Licensee’s rights are exclusive during the Term. Upon the expiration or earlier termination of the Term, Licensee shall have a non-exclusive, six (6) month sell-off period. Notwithstanding the fact that Licensee’s rights are exclusive during the Term, commencing on the sixth (6th) anniversary of the Effective Date, Licensor may meet with third parties that desire to exploit Licensed Products incorporating, based on, or otherwise derived from any element(s) of the Franchise and grant such third parties licenses therein; provided that Licensor shall not grant any such third parties a right or license to publish, promote, market, advertise,

distribute, and otherwise exploit (other than the right to develop or manufacture) Licensed Products incorporating, based on, or otherwise derived from any element(s) of the Franchise prior to the expiration or earlier termination of the Term. Notwithstanding the foregoing, commencing on the sixth (6th) anniversary of the Effective Date, Licensor may take all other actions necessary to be in a position to publish, promote, market, advertise, distribute, and otherwise exploit the Franchise upon the expiration or earlier termination of the Term provided that all such actions must be conducted on a confidential, non-public basis and kept out of the public domain.

6. Nature of license:

Exclusive

7. License

Subject to receipt by Licensor of the Royalty Advance described below, and subject to the exceptions and restrictions expressly set forth in this License, Licensor hereby grants to Licensee the exclusive (even as to Licensor) right and license, under Licensor's trademark rights, to create, develop, produce, publish, promote, market, advertise, manufacture, distribute, and otherwise exploit, during the Term, Licensed Products incorporating, based on, or otherwise derived from any element(s) of the Franchise. With respect to any third-party properties included in games or otherwise that are part of the Franchise (including, by way of illustration but not limited to, vehicle names and likenesses, music, actor name and likenesses, and third party software tools) that are listed on Exhibit A2, Licensee acknowledges that such properties are not part of the license grant hereunder. Licensor shall transfer or sublicense all licenses executed with such third parties which are transferable or sublicensable provided that any such transfer or sublicense does not impair Licensor's ability to publish any of the Catalog Titles. However, Licensor shall not object to or prevent Licensee from licensing such materials from any such third parties (including, but not limited to, the waiving of exclusivity rights, if any) and shall, at Licensee's request, offer reasonable assistance in facilitating any such third party licensing (including, but not limited to, offering introductions, contacts, and copies of third party contracts where not prohibited by confidentiality provisions). Additionally, Licensor shall provide a copy of any other documentation, including, but not limited to, relevant correspondences and file memorandums, bills, notices of breaches, disputes, that are material to the License in order to inform Licensee of the status of such contractual relationships between Licensor and such third parties.

No later than five (5) days after the Effective Date, Licensor shall deliver or otherwise make available to Licensee all of the items set forth on Exhibit D and Exhibit D1 hereto.

8. Reserved Rights:

Except for the Licensed Products created by or on behalf of Licensee, Licensor hereby reserves the sole and exclusive ownership of the Franchise. Subject to the distribution agreement referenced

below in Section 16 and notwithstanding the exclusive license grant described in Section 7, Licensor reserves the exclusive right to continue to distribute during the Term all of the Catalog Titles released prior to the Effective Date. This license is also subject to the existing licenses specified in Exhibit C hereto and to existing licenses relating to the Franchise granted by Licensee or its affiliates (other than Licensor and Licensor's subsidiaries). All rights not expressly granted in this License are reserved by Licensor. As between Licensor and Licensee, Licensee shall be sole and exclusive owner of the Licensed Products created by or on behalf of Licensee excluding those elements or rights contained therein that are (x) in a Catalog Title and owned by Licensor or a third party or (y) set forth in Exhibit A. Except for Licensee's ownership of the Licensed Products created by or on behalf of Licensee: (a) nothing contained in this License shall be construed as an assignment or grant to Licensee of any ownership right in or to the Franchise, or any other right, title, or interest in or to the Franchise, except as expressly set forth herein; (b) all uses of the Franchise shall inure to the benefit of Licensor; and (c) Licensee recognizes the value of the good will associated with the Franchise and acknowledges that the Franchise, and all rights therein and the good will pertaining thereto, belong exclusively to Licensor.

9. Wireless Platform

Notwithstanding the license grant described in Section 7 above, Licensee's right with respect to Licensed Products playable on wireless devices, including, but not limited to, personal digital assistants and mobile, cell and satellite phones (the "Wireless Platform") is limited, during the two (2) year period following the Effective Date, to the right to sublicense such right to an appropriate and qualified third party wireless game publisher on reasonable market terms. Licensee shall enter into such sublicense and cause the first Wireless Platform Licensed Product to be released in all major markets (i.e., United States and the major countries of the European Union) not later than six months after release of TDU2 (as hereinafter defined). Failure by Licensee to timely satisfy this commitment shall result in a reversion to Licensor of all rights with respect to Licensed Products on the Wireless Platform.

After the expiration of the two year period commencing on the Effective Date, Licensee may, with respect to Licensed Products playable on the Wireless Platform, either sublicense its right to an appropriate and qualified third party wireless game publisher on reasonable market terms and with no obligation as to the markets of release, or publish itself, or together with an appropriate and qualified third party partner, such Licensed Products.

10. Advance Royalty:

Licensee shall pay to Licensor a non-refundable fully recoupable advance against Royalties otherwise payable hereunder in the amount of Four Million Dollars (USD) (\$4,000,000.00) (the "Advance Royalty"). The Advance Royalty shall be paid to Licensor within 5 (five) business days after signature of this License. The

Advance Royalty shall accrue interest at a yearly rate of fifteen percent (15%) throughout the Term (the Advance Royalty, as increased by interest, compounded annually, the "Cumulative Advance Amount"). The Cumulative Advance Amount shall be fully recoupable by Licensee from Royalties earned by and otherwise due to Licensor as per this License. Notwithstanding anything to the contrary set forth herein, the Licensor shall be required to repay any unrecouped portion of the Cumulative Advance Payment as part of the Liquidated Damages (as such term is defined in Section 21).

11. Royalties:

Licensee shall pay Licensor a base royalty rate of 7.2% of Net Revenue actually received by Licensee from the sale of the Licensed Products created by or on behalf of Licensee.

Notwithstanding the foregoing, Licensee shall pay to Licensor, in lieu of the foregoing royalties, a royalty on Net Revenue actually received by Licensee from the exploitation of Licensed Products on the Wireless Platform created by or on behalf of its sublicensees in the amount of forty percent (40%) of Net Revenue.

12. Net Revenue:

All revenue received in connection with Licensed Products created by or on behalf of Licensee or its sublicensees less: (a) Chargebacks (as defined below) incurred by Licensee; (b) freight, taxes, insurance, duties, customs and brokerage fees incurred by Licensee; and (c) in the case of sublicensee, agency fees, IP registration and protection and enforcement costs. "Chargebacks" are defined as price protections, returns, co-op, MDF and other customary deductions and discounts, taken or granted by Licensee to its customers specifically in connection with Licensed Products created by or on behalf of Licensee or its sublicensees, plus, except with respect to sublicensing revenue, an additional three percent (3%) of gross receipts deducted in order to reflect retailer-level deductions taken for early payment, volume discounts, and similar items, but excluding marketing expenses.

13. Performance Clause:

(A) Release Commitment. Licensee shall develop (and/or have developed) and commercially release (and/or have commercially released) in all major markets (i.e., United States and the major countries of the European Union): (i) one (1) interactive software game based on the Franchise ("TDU2") for at least one Major Platform (as defined below) and the PC Platform within twenty (20) months of the Effective Date; and (ii) at least one additional interactive software game based on the Franchise ("TDU3") for at least one Major Platform and the PC Platform within 60 months of the Effective Date. A "Major Platform" shall mean Xbox 360, PS3, Wii, or the successors to any of the foregoing. Each of the two (2) above-mentioned interactive software games satisfying the minimum commitment must be a new stand-alone game and not a port, expansion pack or episodic content.

(B) Distribution Commitment. Licensee shall make and maintain commercially reasonable arrangements for the manufacture, distribution, sale and timely delivery of sufficient quantities of each Licensed Product to distributors and retailers in all major markets (i.e., United States and the major countries of the European Union) to meet the demands of the marketplace, and its obligations to distributors and retailers consistent with commercially sound business practices.

14. Premiums

No license is granted for the manufacture, sale or distribution of Licensed Products whose purpose is to be used exclusively as promotional items, in “advergaming,” or as “Premiums,” meaning any Licensed Products used exclusively for the purposes of increasing the sale of another item; promoting or publicizing any product or service; fundraising or as giveaways to motivate a sales force, merchant, consumer or any other person to perform a specific act; or acting as a tie-in.

15. Product Information/Quality

Licensee shall provide to Licensor, on an informational basis only, the game design and the final version of each Licensed Products created by or on behalf of Licensee or its sublicensees, as well as the contemplated marketing plans of said Licensed Products. Licensor shall inform Licensee in writing, with detailed comments and explanations of such comments within ten (10) business days of receipt of the submission by Licensee. Licensee will consider such comments and explanations that are timely submitted to it in writing. Licensor and Licensee representatives shall engage in one or more pre-production meetings for each Licensed Product.

The Licensed Products published by Licensee shall be of high quality and at least equivalent quality to the Catalog Title entitled “Test Drive Unlimited” after accounting for disparities in quality that exist due to inherent limitations in certain Platforms (e.g., the small screen size of mobile devices). All such Licensed Products shall include a proper trademark and/or copyright notices indicating Licensor’s ownership in the elements and rights licensed to Licensee under this License and contained in any Licensed Products published by Licensee in a form to be provided by Licensor, provided that the failure to include any such notice shall not be deemed to be a material breach of this License by Licensee where Licensee’s endeavors to promptly and prospectively correct such error.

16. Distribution of Catalog Titles:

For the duration of the present License, Licensor hereby grants to Licensee the exclusive right to distribute throughout the Territory (excluding the US, Canada, Mexico and their possessions) all the Catalog Titles. The terms and conditions of such distribution by Licensee will be the same as the existing ones in the distribution agreement dated December 16, 1999 between Licensee and Licensor (the “**Distribution Agreement**”). Nothing in this License shall

affect the rights and obligations of Licensor and Licensee under the Distribution Agreement, the terms of which shall remain in full force and effect.

17. Warranties:

Licensor warrants and represents that:

- it has power and authority to enter into this License and that it has not entered and shall not enter into any other agreement that restricts or impairs, or could restrict or impair its ability to carry out in whole or in part the provisions of this License and the rights granted herein;
 - it is the sole and unconditional owner of all right, title and interest in and to those elements and rights of the Franchise listed on Exhibit A1;
 - except as otherwise expressly set forth on Exhibit A2, it was granted all the exploitation rights necessary to use those elements and rights of the Franchise in the manner in which the Franchise was exploited (other than by Licensee or Eden Studios) immediately prior to the Effective Date and has the authority to make the grant specified in Section 7 hereof;
 - except as otherwise expressly set forth on Exhibit A2, it has obtained all the necessary consents to make the grant of rights covered by this License including, without limitation, from any persons performing services or granting rights in connection with the Franchise and that Licensee shall not be responsible for any report, charge, fee, royalty or any other payment to any person or entity in connection with the exploitation of the rights granted hereunder;
 - the granting of the rights granted hereunder does not and will not violate or otherwise constitute a material breach of the terms and conditions of any other agreement entered into by Licensor that has not otherwise been waived;
 - to Licensor's Knowledge (as hereinafter defined), other than as set forth on Exhibit A1, there are no current or threatened claims, lawsuits, proceedings and/or other judicial or government actions anywhere in the world concerning the scope, validity, enforceability, ownership, infringement, misappropriation, use or misuse of any of the rights and/or licenses granted to Licensee under this License. "**Licensor's Knowledge**" means the actual knowledge of Licensor after reasonable inquiry of the employees of Licensor at the level of vice president or higher, including, without limitation, Licensor's officers;
 - the exercise by Licensee or any of its affiliates, subsidiaries, directors, representatives, employees and agents of the rights granted hereunder does not and shall not infringe, misappropriate or otherwise violate any third party's intellectual property or proprietary rights;
 - it shall not act, nor cause any third party to act, in such manner as to disturb or interrupt, directly or indirectly, the quiet enjoyment by Licensee of the rights granted in this License;
 - the information set forth on Exhibit A1 (other than those elements owned or controlled as of the date hereof by Licensee or Eden Studios) and Exhibit C (other than those existing licenses relating to the Franchise granted by Licensee or its affiliates (other than
-

Licensor and Licensor's subsidiaries)) is complete and accurate in all material respects;

- to Licensor's Knowledge, the information set forth on Exhibit A2 (other than those elements owned as of the date hereof by Licensee or its affiliates (other than Licensor or Licensor's subsidiaries)) and Exhibit D1 is complete and accurate in all material respects;

- Licensor has paid all advances, royalties and other sums due to any third party pursuant to any agreement that Licensor is transferring to Licensee in accordance with the above provisions of Section 7;

- it shall indemnify and hold harmless Licensee, its affiliates, subsidiaries, assignees, directors, representatives, employees and agents, from and against any claim(s) of any third party whatsoever arising from a breach or alleged breach of any of Licensor's representations or warranties hereunder; and

- it shall, at its own expense, proceed with the filings with the appropriate governmental bodies and bear the costs of registration and renewals of protection of the trademarks and copyrights included in the Franchise in such territories where any such trademarks and copyrights are registered (or where an application has been filed for such trademarks and copyrights) by Licensor as of the Effective Date.

Licensee represents and warrants that:

- it has power and authority to enter into this License and that it has not entered and shall not enter into any other agreement that restricts or impairs, or could restrict or impair its ability to carry out in whole or in part the provisions of this License and the rights granted herein;

- it shall not infringe or misappropriate Licensor's intellectual property or proprietary rights in the Franchise or knowingly aid or abet anyone else in doing so;

- it shall defend, indemnify and hold harmless Licensor, its affiliates, subsidiaries, assignees, directors, representatives, employees and agents, from and against any claim(s) of any third party whatsoever arising from (i) a breach or alleged breach of any of Licensee's representations or warranties hereunder; or (ii) infringement of such third-party's intellectual property rights arising from any Licensed Product created by or on behalf of Licensee or any advertising or promotional materials used by Licensee in connection therewith (except to the extent that such infringement arises from any of those elements or rights of the Franchise listed on Exhibit A1 or any part of any such elements); or (iii) failure by Licensee to comply with any applicable law or regulation in the exercise by Licensee of the rights granted hereunder.

The representations and warranties of Licensor and Licensee shall survive any termination or expiration of this License.

18. Reporting; Reserve, Payment:

Licensee shall provide a detailed statement of royalties and shall pay to Licensor all Royalties due within forty-five (45) days after the end of each calendar quarter during the Term. Licensee may establish a Reserve Basket but in no event shall the Reserve Basket exceed

Twenty five Percent (25%) of the Royalty otherwise due to Licensor during each calendar quarter. Reserves shall be withheld every quarter and liquidated within the next 2 (two) subsequent calendar quarters. Licensor shall upon reasonable notice to Licensee, and in any event not less than thirty (30) days notice, have all customary audit rights, including, but not limited to, the right to access all records relating to the calculation of Royalties hereunder, at Licensee's headquarters at any reasonable time during or within two years of the conclusion of the Term.

19. Governing law and venue:

Any controversy of claim arising out of or relating to the construction or applications of any term, provision, or condition of this License shall comply with and be governed in accordance with the laws of the state of New York as applicable to contracts made and performed entirely within the state of New York and shall be settled by final and binding arbitration, in New York, New York, under the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator shall decide. Judgment on the award rendered by the arbitrator may be entered in any court in the world having jurisdiction.

20. Confidentiality:

Each party acknowledges that Confidential Information (as defined below) may be disclosed to the other party during the course of this License. Each party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, during the term of the License, and for a period of three years following expiration or termination of the License, to prevent the duplication or disclosure of Confidential Information of the other party, other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder and/or to exploit such party's rights granted to it hereunder, who will each agree to comply with this section.

“**Confidential Information**” means any information relating to or disclosed in the course of negotiating and implementing the License, which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party, including, but not limited to, the content of negotiations between the parties, the material terms of the License, information about source code, product designs, sales, cost and other unpublished financial information, product and business plans, projections and marketing data. “Confidential Information” shall not include information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, (d) lawfully obtained from any third party not bound by a confidentiality obligation to the disclosing party or (e) required or reasonably advised to be disclosed by law.

21. License Termination:

In the event that Licensee (i) fails to timely satisfy the release commitments set forth in Section 13(A) of this License; or (ii) fails to make timely payment of the Advance Royalty to Licensor as set forth in Section 10 of this License; or (iii) fails to pay Royalties to Licensor on a timely basis as set forth in Section 18 of this License; or (iv) commits a material breach of the quality commitments set forth in Section 15 of this License, that, as shown by proof by Licensor, causes a material damage to the Franchise as a whole; and any such breach set forth in the immediately preceding clauses (i), (ii) and/or (iii) is not cured within thirty (30) days of the receipt by Licensee of written notice thereof, and any such breach set forth in the preceding clause (iv) is not cured within ninety (90) days of the receipt by Licensee of written notice thereof through correcting any deficiency on future released Licensed Products, then the Licensor shall have the right to terminate this License, in whole or in part, immediately upon a second written notice to the Licensee, in addition to any other rights or remedies Licensor may have. In the event that Licensor materially breaches this License, and such breach is not cured within thirty (30) days of the receipt by Licensor of written notice thereof, then Licensee shall have the right to terminate this License, in whole or in part, immediately upon a second written notice to Licensor, in addition to any other rights or remedies Licensee may have.

Upon Licensee's termination of the License in accordance with the immediately preceding paragraph, or in the event Licensee loses the benefit of the license granted hereunder or such license is otherwise terminated for any reason other than for the reasons in clauses (i), (ii), (iii) and/or (iv) set forth in the immediately preceding paragraph, the Licensor and Licensee agree to the following liquidated damages which Licensor shall pay to Licensee. The liquidated damages will be the sum of (a) the Cumulative Advance Amount then outstanding which has not been recouped by Licensee in accordance with Section 10, (b) all costs and expenses incurred by Licensee, including, but not limited to, research and development costs, in connection with the development of TDU2 and TDU3 which has not been amortized by Licensee, and (c) any indemnity which Licensee shall be entitled to under Section 17 (collectively, the "Liquidated Damages"). Licensee and Licensor acknowledge that the Liquidated Damages are reasonable under the circumstances existing on the Effective Date and reasonably approximate the amount of damages that would be sustained by Licensee as a consequence of Licensor's material breach of this License and that it is impracticable or extremely difficult to determine the actual damages that would be sustained by Licensee as a result of Licensor's material breach. The Liquidated Damage amounts provided for herein are not intended to constitute a forfeiture or penalty, but are instead intended to reflect Licensor's and Licensee's best estimate of Licensee's actual damages.

The terms and conditions of the following Sections will survive Licensor's termination of this License or the rejection of the License in a Licensor bankruptcy case under the United States Bankruptcy Code as amended (the "Bankruptcy Code") or other insolvency law: Sections 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31. In addition, the termination or expiration of this Agreement shall not relieve either party of any liability that accrued prior to such termination or expiration.

22. Grant of Security Interest:

Where applicable, and except as otherwise defined herein, terms used in this Section 22 shall have the meanings assigned to them in the Uniform Commercial Code as the same may be in effect in the State of New York (the "UCC").

As security for the full payment and performance of Licensor's obligations under the (i) License, including, without limitation, the payment of the Liquidated Damages and (ii) General Intellectual Property and Proprietary Rights (Other Than Trademark Rights) License of The Test Drive Franchise between the parties dated of even date herewith, including, without limitation, the Licensor Obligations (as such term is defined therein) payable thereunder (collectively (i) and (ii), the "Obligations"), Licensor hereby grants to Licensee a continuing security interest in all of Licensor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) all intellectual property and proprietary rights owned by Licensor of every kind whatsoever in the interactive computer video game known as "Test Drive Unlimited", including, without limitation, (x) all trademarks (including the goodwill associated with such trademarks), copyrights, patents and trade secrets, (y) the copyrights, trademarks (including the goodwill associated with such trademarks), and domain names described on Exhibit A1 of this License, and (z) all other intellectual property and proprietary rights in the interactive computer video game known as "Test Drive Unlimited" (including, without limitation, all versions, prequels, sequels, expansion packs, add-on products and manuals), (b) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same, (c) all inventory and accounts receivable derived or realized from the interactive computer video game known as "Test Drive Unlimited" (including, without limitation, all versions, prequels, sequels, expansion packs, add-on products and manuals) and (d) all products and proceeds of any of the foregoing.

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Licensee pursuant to this License and the exercise of any right or remedy by Licensee hereunder be and hereby are junior in all respects to the liens, rights, security interests, and remedies granted to the Administrative Agent under the Credit Agreement dated as of November 3, 2006, by and among the Administrative Agent, Atari, Inc. and the lenders from time to

time party thereto (as amended, supplemented, amended and restated, refinanced or otherwise modified, the "Credit Agreement"), and the Loan Documents (as such term is defined in the Credit Agreement). Licensee represents and warrants that it shall execute and deliver, within five (5) business days of the date hereof, an intercreditor agreement, in form and substance satisfactory to the Administrative Agent and Licensee (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and the grant of security interest to Licensee hereunder, the terms of the Intercreditor Agreement shall govern and control. The liens and security interests granted to Licensee in the Collateral hereunder are a second priority security interest subject only in priority to the liens and security interests granted to the Administrative Agent under the Credit Agreement.

Licensors has all requisite power to execute, deliver and perform its obligations under this Section 22.

Licensee is authorized to file at any time financing statements, continuation statements, and amendments thereto, including, but not limited to, filings with the United States Copyright Office and United States Patent and Trademark Office or any other governmental agency, it deems necessary or desirable in order to secure and perfect its rights under this License.

At any time upon the request of the Licensee, Licensors shall execute and deliver to the Licensee any and all financing statements, original financing statements, in lieu of continuation statements, patent security agreements, copyright security agreements and trademark security agreements, that the Licensee may request, in form and substance reasonably satisfactory to the Licensee, to create, perfect and continue perfected or to better perfect the Licensee's security interest in the Collateral (whether now owned or hereafter arising or acquired, tangible or intangible), and in order to fully consummate all of the transactions contemplated hereby. To the maximum extent permitted by applicable law, Licensors authorizes the Licensee to execute any such documents in Licensors's name and authorizes the Licensee to file such executed additional documents in any appropriate filing office.

After the execution of the Intercreditor Agreement, subject to the terms thereof, Licensors will join with Licensee in notifying any third party who has possession of any Collateral of Licensee's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Licensee.

If and when Licensors shall obtain rights to any new patents, trademarks, service marks, trade names or copyrights, or otherwise acquire or become entitled to the benefit of, or apply for registration

of, any of the foregoing which comprise the Collateral, Licensors (i) shall promptly notify Licensee and (ii) hereby authorizes Licensee to modify, amend, or supplement Exhibit A-1 from time to time to include any of the foregoing and make all necessary or appropriate filings with respect thereto.

Licensors have rights in or the power to transfer the Collateral, and Licensors are the sole and complete owners of the Collateral, free from any mortgage, deed of trust, pledge, security interest, assignment, deposit arrangement, charge or encumbrance, lien or other type of preferential arrangement (collectively "Lien"), other than Liens granted under Credit Agreement and otherwise permitted under the Credit Agreement (collectively, "Permitted Liens").

Licensors shall carry and maintain in full force and effect, at its own expense and with financially sound and reputable insurance companies, insurance with respect to the Collateral in such amounts, with such deductibles and covering such risks as is customarily carried by companies engaged in the same or similar businesses and owning similar properties in the localities where Licensors operate. Insurance on the Collateral shall name Licensee as additional insured and as loss payee.

Licensors shall keep the Collateral free of all Liens except Permitted Liens.

After execution of the Intercreditor Agreement, subject to the terms thereof, Licensors shall not surrender or lose possession of (other than to Licensee), sell, lease, rent, license or otherwise dispose of or transfer any of the Collateral or any right or interest therein.

Licensee shall have, in addition to all other rights and remedies given it by this License, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which either the Collateral may be located or is otherwise applicable.

After the execution of the Intercreditor Agreement, subject to the terms thereof, Licensee shall have the right to, in the name of Licensors, or in the name of Licensee or otherwise, upon notice to but without the requirement of assent by Licensors, and Licensors hereby constitute and appoint Licensee (and any of Licensee's officers, employees or agents designated by Licensee) as Licensors' true and lawful attorney-in-fact, with full power and authority to:

- (a) sign and file any of the financing statements and other documents and instruments which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of Licensee's security interest in the Collateral; (b) assert, adjust, sue for, compromise or release any claims under any policies of insurance; and (c) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Licensors,

which Licensee may deem reasonably necessary or advisable to maintain, protect, realize upon and preserve the Collateral and Licensee's security interest therein and to accomplish the purposes of the security interest granted Licensee hereunder, it being understood and agreed that prior to execution of the Intercreditor Agreement, Licensee shall take no action described in clauses (b) and (c), or any other action to enforce the Obligations or otherwise realize on the Collateral. Licensee agrees that, except upon and following Licensee's termination of the License in accordance with Section 21, or the rejection of the License in a Licensor bankruptcy case under the Bankruptcy Code, it shall not exercise the power of attorney, or any rights granted to Licensee, pursuant to clauses (b) and (c). The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been paid and performed in full. Licensor hereby ratifies, to the extent permitted by law, all that Licensee shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 22.

23. Limitation of Liability:

EXCEPT TO THE EXTENT (a) THAT A PARTY IS OBLIGATED TO INDEMNIFY THE OTHER PARTY FOR THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION, OR (b) LICENSOR IS OBLIGATED FOR LIQUIDATED DAMAGES (AS SUCH TERM IS DEFINED IN SECTION 21), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR THE LOSS OF ANTICIPATED PROFITS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

24. Entire Agreement:

This License constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of this License must be in writing and signed by both parties hereto.

25. Assignment & Sublicensing:

Licensee shall not assign any or all of the rights granted hereunder without the written approval of Licensor (which approval Licensor shall not unreasonably withhold, delay or condition), except that Licensee may, upon written notice to Licensor, assign or sublicense its rights and duties under this Agreement to any corporate entity that controls, is controlled by or is under the common control of Licensee. Except as set forth above, Licensee shall not have the right to sublicense all or any of the rights granted hereunder without the written approval of Licensor (which approval Licensor shall not unreasonably withhold, delay or condition), except that (a) Licensee shall have the right to sublicense the right to publish and distribute the Licensed Products on the Wireless Platform as set forth in Section 9 and (b) Licensee may grant third parties the right to exercise the rights granted to Licensee hereunder for the development, manufacturing, distribution, publishing, advertising, marketing and/or sale of the Licensed Products; provided, however,

if any such grant constitutes a de facto assignment, Licensee must obtain Licensor's approval of such grant in accordance with the foregoing provisions of this Section; provided further that Licensee shall not grant any sublicenses to any third party to develop Licensed Products based on the Franchise for such third party's benefit as publisher; and provided further that Licensee shall not be relieved of its responsibility hereunder and any such third party shall be bound by the terms of this License in performing its obligations. Any assignment or sublicense by Licensee hereunder shall not relieve Licensee of its obligations to Licensor. This License shall be binding upon and shall inure to the benefit of the respective successors and assigns of each party.

26. Binding Agreement:

The present License is intended to create a legally binding relationship between the parties.

27. Interpretation:

Section headings are included in this License solely for convenience and are not intended to affect interpretation of any provision of this License.

28. Waiver, Remedies:

No waiver by any party of any term or condition of this License shall be construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this License or any other agreement, nor shall any such waiver be binding unless written. All remedies, rights, undertakings, obligations and agreements contained in this License shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party to this License.

29. Severability:

Any provision of this License that is found by a court of competent jurisdiction to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law, and such finding and curtailment shall not affect the validity or enforceability of any other provision of this License.

30. Revival and Reinstatement of the Licensor Obligations:

If the incurrence or payment of Obligations by the Licensor or the transfer to the Licensee of any property should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if the Licensee is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that the Licensee is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of the Licensee related

thereto, the liability of the Licensor, and the grant of security interest hereunder, automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

31. Notices:

All notices, statements and other documents, and all approvals or consents that any party is required or desires to give to any other party, shall be given in writing and shall be served in person, by express mail, by certified mail, by overnight delivery, or by facsimile at the respective addresses set forth below, or at such other addresses as may be designated by such party.

If to Licensor

Atari, Inc.
417 Fifth Avenue
New York, New York 10016
Attention: Legal Affairs
Fax: 212.726.4214

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, New York 10005
Attention: Thomas C. Janson

Facsimile: (212) 530-5219

If to Licensee

Infogrames Entertainment SA
1 Place Verrazzano
69252 Lyon Cedex 09
France
Attention: Legal Affairs

Fax: +33 (0)4 37 64 30 95

With a copies to:

VEIL JOURDE
38, Rue de Lisbonne
75008 Paris
France
Attention: Emmanuel Rosenfeld

Fax: +33 (0)1 53 53 94 94

and

Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104-0050
United States
Attention: Michael B. Miller

Fax: (212) 468-7900

Delivery shall be deemed conclusively made (i) at the time of service, if personally served, (ii) five days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation), provided a copy is mailed within 24 hours after such transmission.

[The Next Page Is The Signature Page]

AGREED TO AND ACCEPTED:

ATARI, INC.

By: /s/ Curtis G. Solsvig
Name: _____
Title: _____

INFOGRAMES ENTERTAINMENT S.A.

By: /s/ Patrick Leleu
Name: Leleu Patrick
Title: CEO