AMENDMENT NO. 2

Dated as of March 27, 2006

Reference is hereby made to that certain fully executed Wireless Content License Agreement Number 12965 dated as of December 16, 2004, as amended November 11, 2005, ("Agreement"), between Fox Mobile Entertainment, Inc. ("Fox"), as Administrator for Twentieth Century Fox Film Corporation ("Trademark Licensor") and Glu Mobile, Inc. f/k/a Sorrent, Inc. ("Licensee").

The parties agree to modify the Agreement as follows:

A. "ICE AGE 2" a/k/a "ICE AGE: THE MELTDOWN" AUDIO AND VIDEO WIRELESS PRODUCTS:

1. <u>Grant of Rights</u>: Fox grants to Licensee a limited, non-exclusive right and license to distribute the following Wireless Products in connection with the Property "ICE AGE: THE MELTDOWN" in the United States: (A) 2 Scrat voicetones; (B) 2 John Leguizamo voicetones; and (C) 3 premium videos. Fox also grants Licensee a limited, non-exclusive right and license to distribute the following Wireless Products in connection with the Property "ICE AGE 2" outside of the United States: (A) 4 Scrat voicetones; (B) 1 John Leguizamo voicetone; and (C) 3 premium videos. (collectively, "IA2 Audio and Video Wireless Products")

B. IA 2 AUDIO AND VIDEO WIRELESS PRODUCTS ROYALTY:

- 1. <u>Royalty</u>: In consideration of the rights granted to Licensee pursuant to this Amendment 2, Licensee shall pay to Fox, or such other party as Fox may designate in writing, a royalty in the following amount:
 - (a) From the first unit sold, Fox shall earn a royalty at the rate of ***** percent (*****%) of Licensee's Gross Receipts (as defined in the Agreement) from Licensee's sale and distribution of the IA2 Audio and Video Wireless Products. ("IA2 Audio and Video Royalty"). For the avoidance of doubt, Licensee may not recoup any portion of the Ice Age 2 Guarantee (as defined in Amendment 1) through its sale and distribution of the IA2 Audio and Video Wireless Products.
- 2. <u>VGSL</u> and other CSP Accounting: All VGSL and other CSP payments remitted directly to Fox pursuant to the VGSL Agreement and other CSP agreements with respect to the IA Audio and Video Wireless Products shall be treated in the same manner as set forth in Paragraphs 7(b)(ii) and 7(b)(iii) of the Agreement.

Source: GLU MOBILE INC, S-1/A, 3/19/2007

^{*****} The omitted portions of this exhibit have been filed with the Securities and Exchange Commission pursuant to a request for confidential treatment under Rule 406 promulgated under the Securities Act of 1933.

3. No Direct-to-Consumer Distribution Royalty: Licensee shall not be entitled to receive a share of any revenues and shall have no claim to any revenues earned and collected by Fox, or a third-party Fox designates, for the IA2 Audio and Video Wireless Products which Fox distributes through its and its assigns' direct-to-consumer distribution channels.

Except as herein expressly amended or by necessary implication modified by this Amendment, the Agreement in all other respects is hereby ratified and shall continue in full force and effect.

By signing in the places indicated below, the parties hereto accept and agree to all of the terms and conditions hereof.

Glu Mobile, Inc. f/k/a Sorrent, Inc. ("Licensee")	Fox Mobile Entertainment, Inc. ("Fox")
By: /s/ Paul Zuzelo	By: /s/ Jamie Samson
	Jamie Samson
Name: Paul Zuzelo	Its: Senior Vice President
Its: CAO	
Date: March 28, 2006	Date: 3/28/06

Source: GLU MOBILE INC, S-1/A, 3/19/2007