AMENDMENT NO. 1

Dated as of November 11, 2005

Reference is hereby made to that certain fully executed Wireless Content License Agreement Number 12965 dated as of December 16, 2004 ("Agreement"), between TWENTIETH CENTURY FOX LICENSING & MERCHANDISING, division of Fox Entertainment Group, 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:

1. PARTIES

- (a) <u>FOX ASSIGNMENT OF AGREEMENT</u>: Pursuant to Twentieth Century Fox Licensing and Merchandising's assignment of rights and obligations through an assignment dated as of October 1, 2005 by and between Twentieth Century Fox Licensing and Merchandising and Fox Mobile Entertainment Inc., Fox Mobile Entertainment, Inc. is hereby substituted for Twentieth Century Fox Licensing and Merchandising as "Fox" under the Agreement.
- (b) <u>LICENSEE CHANGE OF NAME</u>: The parties hereby acknowledge that Licensee's change of name from Sorrent, Inc. to Glu Mobile, Inc.

2. WIRELESS PRODUCTS

- (a) "IN HER SHOES": Consistent with Paragraph 1(a)(ii), Exhibit A is amended to include the Property "In Her Shoes" as a Targeted Release. Subject to talent restrictions with respect to the use of likeness in merchandising and specifically excluding, without limitation, any use of the likeness of Cameron Diaz for any content intended for sale, Licensee shall develop the following Wireless Product in conjunction with "In Her Shoes": one (1) 2-D casual-style puzzle game. ("IN HER SHOES Wireless Product")
 - (i) "IN HER SHOES" Porting: Licensee shall work with Fox's United Kingdom office to determine the appropriate porting and support a potential release of the Wireless Product developed in connection with "IN HER SHOES".
 - (ii) "IN HER SHOES" GUARANTEE AND ROYALTY: There shall be no Individual Property Guarantee attributable to the Targeted Release "IN HER SHOES". Licensee may recoup the Guarantee Forfeiture Payment (as defined in Paragraph 3 of this Amendment below) from the sales of the IN HER SHOES Wireless Product. At such time that ***** percent (******%) of the Guarantee Forfeiture Payment is recouped by Licensee, Fox shall earn and Licensee shall pay to Fox Royalties at the rate of ***** percent (*****%) of Licensee's gross receipts from Licensee's sale, license, distribution or other exploitation of the IN HER SHOES Wireless Product.

^{*****} 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.

- (iii) FOX INTELLECTUAL PROPERTY: Consistent with Paragraph 11(b) of the Agreement all music developed and used in connection with the "IN HER SHOES" Wireless Product shall be owned exclusively by Fox.
- (b) "IDIOCRACY": Consistent with Paragraph 1(a)(ii), Exhibit A is amended to include the Property "Idiocracy" as a Targeted Release. Licensee shall develop the following Wireless Product in conjunction with "Idiocracy": one (1) game entitled "OW, MY ##@@@s" ("IDIOCRACY Wireless Product").
 - (i) "IDIOCRACY" GUARANTEE AND ROYALTY: There shall be no Individual Property guarantee attributable to the targeted Release "IDIOCRACY". Licensee may recoup the guarantee Forfeiture Payment (as defined in Paragraph 3 of this Amendment below) from the sales of the IDIOCRACY Wireless Product. At such time that ***** percent (*****%) of the Guarantee Forfeiture Payment is recouped by Licensee, Fox shall earn and Licensee shall pay to Fox Royalties at the rate of ***** percent (*****%) of Licensee's gross receipts from Licensee's sale, license, distribution or other exploitation of the IDIOCRACY Wireless Product.

(c) "ICE AGE 2":

- (i) "ICE AGE 2" WIRELESS PRODUCTS: Licensee shall develop and distribute the following Wireless Products in connection with the property "ICE AGE 2": (i) 1 Java Game; (ii) 1 Java Application ('Screensaver') where feasible; (iii) up to 5 MMS; (iv) up to 10 Wallpapers; (v) and up to 5 Voicetones ("ICE AGE 2 Wireless Products") in each of the following five (5) languages: English, French, German, Italian, Spanish, with Portuguese, Greek, Dutch and Swedish to be made available where practicable. Licensee shall have the non-exclusive right and license to develop and distribute ICE AGE 2 Wireless Products during the Term of the Agreement for all Wireless Products set forth in this Paragraph 2(c) except the Game, for which Licensee shall have the exclusive right and license to develop and distribute until December 31, 2006. For the avoidance of doubt, Licensee's right and license to develop and distribute the Game in connection with the Property "ICE AGE 2" shall become non-exclusive after December 31, 2006.
 - (A) "ICE AGE 2" RESERVATION OF RIGHTS: Fox hereby reserves the right to develop, publish and/or distribute (or grant a third party the right to develop, publish, and/or distribute) any wireless products or wireless content or any nature which may be derived from the property "ICE AGE 2". Notwithstanding the foregoing, in no event will Fox develop, publish and/or distribute games derived from the Property "ICE AGE 2" prior to January 1, 2007.
- (ii) "ICE AGE 2" GUARANTEE AND ROYALTY: In addition to any outstanding Guarantee payments which Licensee shall pay to Fox as set forth in Paragraph 3 of this Amendment below, Licensee shall pay to Fox a minimum recoupable guarantee of ***** dollars (US\$*****) on or before ***** ("ICE AGE 2 Guarantee"), and

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Fox shall earn, and Licensee shall pay the applicable Major Release Royalties as set forth in Paragraph 7(a)(i) of the Agreement in connection with the property "ICE AGE 2". For the avoidance of doubt, there shall be no cross-collateralization of the Royalties collected from Licensee's sale, license, distribution or other exploitation of the Wireless Products derived from the Property "ICE AGE 2", with the Royalties collected from any other Wireless Products released by Licensee under this Agreement.

(d) "KINGDOM OF HEAVEN" VIDEO RIGHTS:

- (i) Exhibits A and C are amended to replace "Untitled Ridley Scott Film" with "KINGDOM OF HEAVEN." Exhibit C is further amended to include the KOH Video Clips as defined in Paragraph 3(b) below, with the minimum number of clips to be determined by Fox.
- (ii) Paragraph 1(a) of the Agreement is amended to provide that Fox grants Licensee a worldwide, exclusive (except as otherwise may be provided in the Agreement), non-transferable right and license to distribute video clips for the property "KINGDOM OF HEAVEN" ("KOH Video Clips"). Notwithstanding the foregoing, Fox retains the right to develop and distribute promotional KOH Video Clips for the purpose of marketing the Property and DVD, which shall consist of different video clips than those developed for Licensee's distribution. Licensee's term of exclusivity with respect to the KOH Video Clips shall expire on October 29, 2005, and Licensee's right and license to distribute the KOH Video Clips shall expire twelve (12) months after the initial theatrical release of the Property "KINGDOM OF HEAVEN". Fox shall produce the KOH Video Clips, and Licensee shall reimburse Fox for all production costs associated with such production of the KOH Video Clips, which costs may not be used by Licensee to recoup Licensee's Guarantee payable to Fox under the Agreement.
- (iii) Paragraph 7 of the Agreement is amended to provide that with respect to the KOH Video Clips, Fox shall be entitled to receive an amount equal to ***** percent (*****%) of ***** percent (******%) of the Gross Receipts derived from the distribution of the KOH Video Clips from the first dollar Licensee earns ("KOH Video Clips Revenue"). With respect to KOH Video Clips which Licensee distributes to VGSL, VGSL will remit directly to Fox, Fox's contractual share (pursuant to the VGSL Agreement) of such VGSL Revenue. Fox will remit all VGSL Revenue to Licensee and such VGSL Revenue shall be treated as Gross Receipts for the purpose of this Agreement, and pursuant to this Amendment, Licensee shall remit to Fox the KOH Video Clips Revenue derived from the VGSL Revenue. The KOH Video Clips Revenue remitted by Licensee to Fox may not be used by Licensee to recoup the Individual Property Guarantee for "KINGDOM OF HEAVEN" as set forth in Paragraph 6(b)(i) of the Agreement.
- **3. GUARANTEE PAYMENT:** Consistent with paragraph 15(c) of the Agreement, Licensee shall forfeit the Guarantee paid to date of ***** dollars

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(US\$****), and shall immediately pay the remaining Guarantee of ***** dollars (US\$*****), equaling a total Guarantee payment by Licensee to Fox of ***** dollars (US\$*****) ("Guarantee Forfeiture Payment"). The Guarantee Forfeiture Payment may be recouped from Licensee's sales of the IN HER SHOES Wireless Product and the IDIOCRACY Wireless Product, as set forth in Paragraphs 2(a)(ii) and 2(b)(i) of this Amendment. Furthermore, pursuant to Paragraph 2(c)(ii) of this Amendment, Licensee shall pay to Fox an additional minimum recoupable guarantee of ***** dollars (US\$*****).

- 4. <u>DIRECT-TO-CONSUMER DISTRIBUTION</u>: Fox hereby reserves the right to distribute all Wireless Products through Fox's direct-to-consumer distribution channels, for which Fox shall retain a Distribution Fee as defined in Paragraph 4(a) of this Amendment.
 - (a) DISTRIBUTION FEE FOR DIRECT-TO-CONSUMER DISTRIBUTION: Should Fox or its assigns choose to distribute the Wireless Products through Fox's and its assigns' direct-to-consumer distribution channels, Fox or its assigns shall deduct a percentage of Fox's Gross Receipts (defined as monies received by or credited to Fox or its assigns from Fox's or its assigns' direct-to-consumer distribution channels, for the download of the Wireless Products by end users, or the sale or download of Wireless Products to end users) collected from the sale of such Wireless Products ("Distribution Fee") in the amount of ****** percent (*****%) of Fox's Gross Receipts. After Fox or its assigns deducts its Distribution Fee, it shall remit the remainder to Licensee and Licensee shall pay to Fox or its assigns or such other party as Fox or its assigns may designate in writing, Royalties in the amounts set forth in the Agreement or this Amendment.
- 5. <u>MUTUTAL RELEASE</u>: With the exception of Licensee's Royalties payment obligations with respect to all Wireless Products released as of the date of this Amendment, and the obligations set forth in this Amendment, neither party shall have any further obligation under the Agreement, and all claims arising under the Agreement shall be mutually released.

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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.

Fox Mobile Entertainment, Inc. ("Fox")

By: /s/ Paul Zuzelo

("Licensee")

By: /s/ Jamie Samson Jamie Samson

Name: Paul Zuzelo Its: Chief Administrative Officer

Its: Senior Vice President

Date: November 18, 2005

Date: <u>11/18/05</u>