

1 Howard H. Stahl - *Pro Hac Vice* Pending
howard.stahl@friedfrank.com
2 Daniel E. Loeb - *Pro Hac Vice* Pending
daniel.loeb@friedfrank.com
3 FRIED, FRANK, HARRIS, SHRIVER &
JACOBSON LLP
4 801 17th Street, NW
Washington, DC 20006
5 Telephone: (202) 639-7000
Facsimile: (202) 639-7003

6 Terry W. Bird - State Bar No. 49038
twb@birdmarella.com
7 Paul S. Chan - State Bar No. 183406
psc@birdmarella.com
8 BIRD, MARELLA, BOXER, WOLPERT,
9 NESSIM, DROOKS & LINCENBERG, P.C.
10 1875 Century Park East, 23rd Floor
Los Angeles, California 90067-2561
11 Telephone: (310) 201-2100
Facsimile: (310) 201-2110

12 Attorneys for Plaintiff
BETHESDA SOFTWARES LLC

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

17 BETHESDA SOFTWARES LLC,

18 Plaintiff,

19 vs.

20 MASTHEAD STUDIOS LTD.,

21 Defendant.

LACV 11-7534 JFW (EX)
CASE NO.

COMPLAINT FOR INJUNCTIVE
AND OTHER RELIEF

JURY DEMAND

23 Plaintiff Bethesda Softworks LLC ("Bethesda"), by and through its
24 undersigned attorneys, brings this action against Defendant Masthead Studios LTD
25 ("Masthead Studios" or "Masthead") for injunctive and other relief. In support of its
26 Complaint, Bethesda alleges as follows:
27
28

INTRODUCTION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Bethesda files this action to obtain injunctive relief precluding Masthead, and those acting in concert with it, from reproducing, making derivatives of, and otherwise infringing Bethesda's copyrighted works relating to the video game property known as "Fallout," and for damages and other relief as a result of Masthead's infringing activities.

2. On April 4, 2007, Bethesda acquired all of the intellectual property rights (including all of the copyrights) relating to the video game property, "Fallout," from Interplay Entertainment Corp. ("Interplay") under an Asset Purchase Agreement (the "APA"). A true and correct copy of the APA is attached as Exhibit A.

3. In connection with the APA, Bethesda and Interplay entered into a Trademark License Agreement (the "TLA"). A true and correct copy of the TLA is attached as Exhibit B. Under the TLA, Bethesda conditionally licensed back to Interplay only the right to use the single trademark, "FALLOUT," in the creation of what is known as a massively multiplayer online game ("MMOG"). An "MMOG" is a computer video game that is set in a fictional universe and can be played over the Internet by hundreds or thousands of players simultaneously. The TLA license is plain, clear and unambiguous. It granted Interplay a conditional license to use *only* the "FALLOUT" trademark and nothing more relative to a Fallout-branded MMOG. Bethesda did not provide Interplay with any license to use any copyrighted materials relating to Fallout -- all copyrighted materials were retained exclusively by Bethesda.

4. Section 2.1 of the TLA also explicitly precludes Interplay from transferring or sublicensing any of its rights under the TLA (regardless of their scope) to any third party. Whether or not Interplay had any license rights to the copyrighted Fallout works under the TLA -- which it did not -- Interplay could not transfer any such rights to Masthead or any other third party.

1 120, Rockville, Maryland 20850. Bethesda is a successful developer and publisher
2 of award-winning video games for PCs and various console platforms, including
3 Sony's PlayStation® 2 and PlayStation® 3, Microsoft's Xbox® and Xbox® 360,
4 and the Nintendo DS and Wii. It is the exclusive owner of all of the intellectual
5 property related to the Fallout video game series.

6 8. Upon information and belief, Defendant Masthead is a Bulgarian
7 corporation with a principal place of business located at either or both 33 Tsvetan
8 Lazarov Blvd, Floor 6, Sofia, Bulgaria and/or 102 Oborishte, Floor 3, Sofia, SF
9 1505, Bulgaria. Upon information and belief, Masthead is a developer of video
10 game art and software.

11 **JURISDICTION AND VENUE**

12 9. This Court has jurisdiction over the subject matter of this action
13 pursuant to 28 U.S.C. § 1331 because Bethesda's claims of copyright infringement
14 arise under federal law.

15 10. This Court has personal jurisdiction over Defendant Masthead, and
16 venue is proper in this District, because Masthead transacts business in this District,
17 because Bethesda's claims of copyright infringement arise directly from Masthead's
18 business activities in this District, and because Masthead's infringing activities have
19 occurred and continue to occur in this District.

20 11. Furthermore, pursuant to Section 13.19 of the PDA between PV13 and
21 Masthead, Masthead consented to the personal jurisdiction and venue of this Court,
22 agreed to waive personal service of process, and consented to service of process by
23 certified mail, for all actions or proceedings arising directly or indirectly from its
24 work under the PDA. (*See* PDA §13.19.)²

25

26 ² In conjunction with other pleadings which will be filed very shortly in this
27 litigation, Bethesda intends to file an application to file the PDA under seal.
28

1 14. Section 3.9 of the APA also provides that: “Upon and after the Closing,
2 [Bethesda] will be the sole owner of, and will have valid and marketable title to, the
3 Purchased Intellectual Property, and will have the full right to use, license and
4 transfer the Purchased Intellectual Property in the same manner and on the same
5 terms that [Interplay] had immediately prior to Closing.” (Exhibit A, APA § 3.9.)
6 The APA specifically defines the term “Purchased Intellectual Property” to include
7 the “Fallout Intellectual Property,” which means “any and all Intellectual Property in
8 or relating or connected in any way with (and to all future uses of every kind) the
9 brand and interactive entertainment software game property known as ‘Fallout.’”
10 (Exhibit A, APA Exhibit A.)

11 15. As part of the transaction, Interplay also executed a separate Copyright
12 Assignment. Under Section 1 of the Copyright Assignment, Interplay “irrevocably
13 assign[ed], transfer[red] and convey[ed]” to Bethesda “all of its rights, titles and
14 interests in and to the Works” related to Fallout “including, without limitation, all
15 copyrights in and to the Works whether registered or unregistered, together with all
16 now or hereafter existing rights of every kind and character whatsoever throughout
17 the world pertaining to the Works, in all media now in existence or to be developed
18 hereafter, in perpetuity.” A true and correct copy of the Copyright Assignment is
19 attached as Exhibit C. The “Works” that were “irrevocably assign[ed]” by Interplay
20 to Bethesda are set forth in the schedules attached as Exhibit A to the Copyright
21 Assignment and include:

- 22 The Fallout Logos
- 23 Fallout and Fallout 2 Character Art
- 24 Fallout and Fallout 2 Environment Art
- 25 Weapon and item Art
- 26 Cutscene Art
- 27 Interface Art
- 28 Loading Screen Comic Art

- 1 Loading Screen 3D Art
- 2 “Pip Boy” Art from in-game and manuals
- 3 World Bible
- 4 Background Source Materials
- 5 Fallout (U.S. Registration No. PA-886-144 dated March 20, 1998)
- 6 Fallout 2 (U.S. Registration No. PA-931-744 dated March 1, 1999)
- 7 (Exhibit C, Copyright Assignment, Ex. A.)

8 16. Bethesda’s copyrighted Fallout works are registered with the United
9 States Copyright Office under Registration Numbers PA 886-144, PA 931-744, PA
10 1-617-151, PA 1-617-142, PA 1-617-156, VA 1-621-865, VA 1-621-867, VA 1-
11 621-874, VA 1-621-849, VA 1-621-850, VA 1-624-742, VA 1-419-472 and TX 6-
12 812-430. Copies of the Certificates of Registration are set forth in Exhibit D.

13 17. Interplay retained no ownership rights whatsoever in the Fallout
14 intellectual property:

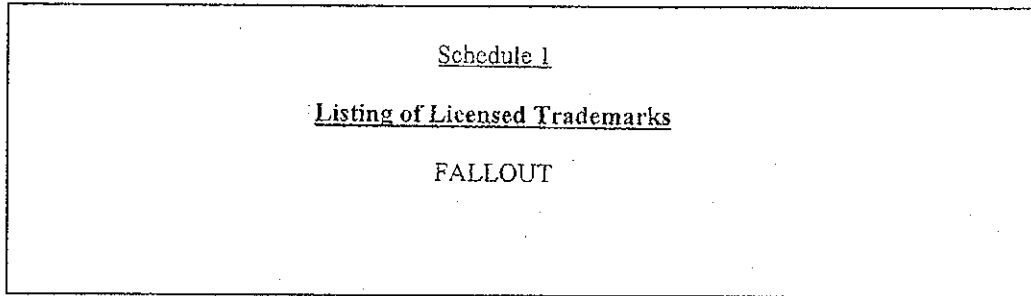
15 Nothing contained in this Agreement shall be construed as providing
16 [Interplay] with any retained right, title or other interest of any kind in
17 or to any of the Acquired Assets. [Interplay] recognizes and
18 acknowledges that the Purchased Intellectual Property and all rights
19 therein and all goodwill pertaining thereto solely and exclusively
20 belong to [Bethesda] effective automatically upon the Closing and that
21 all uses of the Purchased Intellectual Property shall inure to the benefit
22 of [Bethesda].

23 (Exhibit A, APA § 5.9.)

24 18. In connection with the APA, Bethesda and Interplay entered into a
25 Trademark License Agreement (“TLA”). Under the TLA, Bethesda conditionally³

26 _____
27 ³ Interplay’s license to use the “FALLOUT” trademark was conditional and
28 (footnote continued)

1 licensed back to Interplay the right to use the single trademark, “FALLOUT,” for
2 use by Interplay in conjunction with a Fallout MMOG. The TLA license also is
3 plain, clear and unambiguous. It grants Interplay a conditional license to use only
4 the “FALLOUT” trademark and nothing more, as set forth in Schedule 1 to the
5 TLA, which is reproduced in the image below:



6
7
8
9
10
11 19. Section 2.1 of the TLA expressly provides that Interplay may not
12 transfer or sublicense any of its rights under the TLA (regardless of their scope) to
13 any third party:

14 Bethesda grants to Interplay an exclusive, non-transferable license and
15 right to use the Licensed Marks on and in connection with Interplay’s
16 FALLOUT-branded MMOG (the “FALLOUT MMOG” or “Licensed
17 Product”) and for no other purpose. The conditional license herein
18 does not grant Interplay any right to sublicense any of the licensed
19 rights without Bethesda’s prior written approval.

20 (Exhibit B, TLA § 2.1.)

21 20. Whether Interplay had any license rights under the TLA to use anything
22 beyond the single “FALLOUT” trademark (which it did not), it absolutely had no
23 right to transfer any intellectual property rights whatsoever to PV13, Masthead or
24 _____

25 existed only through April 4, 2009. At that point, Interplay’s license right continued
26 to exist only if Interplay had commenced “Full-Scale Development” of, and had
27 secured \$30 million dollars in financing for, the MMOG. Interplay failed to satisfy
28 each of these requirements.

1 any other third party without Bethesda's prior written approval. No such approval
2 was ever sought and none was ever provided by Bethesda. Therefore, Masthead has
3 no right to use any of Bethesda's intellectual property under any circumstances,
4 including, without limitation, Bethesda's copyrighted works related to Fallout.

5 21. The copyrighted Fallout works are unique artistic assets. In the APA,
6 Interplay and Bethesda -- the only two parties that had owned the rights (at different
7 times) -- specifically recognized the intangible and unique value and quality of the
8 Fallout intellectual property and acknowledged that unauthorized use of such
9 property would result in irreparable harm to Bethesda:

10 Specific Performance; Injunctive Relief. The parties hereto expressly
11 acknowledge and agree that the Acquired Assets are special and unique
12 and that a breach of any of the terms or provisions of this Agreement in
13 respect to the sale and purchase thereof will result in irreparable injury
14 for which there is no adequate remedy at law, and therefore,
15 notwithstanding anything herein or otherwise to the contrary,
16 [Bethesda] shall be entitled to equitable relief and specific performance
17 to compel compliance hereunder, without the requirement for posting
18 any bond or security.

19 (Exhibit A, APA § 7.6.)

20 22. Although purportedly backdated to March 20, 2009, sometime in or
21 around early 2010 PV13 entered into the PDA with Masthead for the development
22 of a Fallout MMOG. Pursuant to the PDA, PV13 is responsible for providing
23 Masthead with concept art and project oversight and production in Los Angeles and
24 Sofia, Bulgaria. (See PDA § 2.1.) Masthead is responsible for all other aspects of
25 MMOG development, including the character designs, animation, game scenery,
26 technical design, and other game modeling. (See PDA § 2.1.) However, the PDA
27 itself did not contain any specifications for the work or any schedule for
28

1 development. These matters were left to be determined. (See PDA §§ 2.1, 2.2.1,
2 Schedule A, Schedule B.)

3 23. Notwithstanding the plain terms of the TLA between Bethesda and
4 Interplay, which limit the conditional license to the single trademark “FALLOUT,”
5 the Copyright Assignment, which irrevocably transferred all of Interplay’s rights to
6 the copyrighted works to Bethesda, and Section 2.1 of the TLA, which precludes
7 Interplay from sublicensing any rights to any third party, in 2010 Bethesda
8 discovered that Interplay was using the copyrighted Fallout works in developing and
9 marketing its MMOG.

10 24. Thus, in November 2010, Bethesda brought copyright infringement
11 claims against Interplay in the United States District Court for the District of
12 Maryland. As that action progressed, Interplay admitted in its answers to
13 interrogatories and other discovery responses that the MMOG allegedly being
14 developed by Interplay with Masthead involves use of the copyrighted Fallout
15 works exclusively owned by Bethesda, the making of reproductions and/or
16 derivatives of such copyrighted works in the development of the MMOG, and the
17 sending, delivering and transmitting such unlawful reproductions and derivatives to
18 PV13 (and perhaps others) in California, all in violation of Section 17 of the
19 Copyright Act. However, in its discovery responses, Interplay provided little or no
20 information relating to the scope or extent of Masthead’s specific involvement in the
21 MMOG development, or whether Masthead was actually involved in development
22 activities at all. Indeed, in its sworn responses to interrogatories, Interplay asserted
23 that it did not know the identities of any of the individuals working on the project at
24 Masthead and that “it did not know the total amount of time or monetary resources
25 that has been expended by Masthead since Masthead has not accounted to Interplay
26 as of this date.”

27 25. However, on August 22, 2011, Interplay reversed course and for the
28 first time informed Bethesda that at least thirty-five (35) individuals at Masthead are

1 involved in the infringing development activities. It was only at that time that
2 Bethesda learned that Masthead is actively involved in massive and ongoing
3 violations of Bethesda's copyrights. Furthermore, at all times Masthead has
4 engaged in its infringing development activities under the PDA knowing that its
5 activities were and are encouraging, causing and inducing PV13 and others to make,
6 display and/or transmit further infringing reproductions and/or derivatives of the
7 copyrighted works within the United States, including California.

8 26. As a result of Masthead's infringing activities, Bethesda has lost
9 complete control of its unique, intangible copyrighted works and has suffered, and
10 continues to suffer immediate, substantial and irreparable harm. Bethesda has no
11 adequate remedy at law and, if Masthead's activities are not enjoined, Bethesda will
12 continue to suffer irreparable harm and injury to its rights as the sole and exclusive
13 owner of the copyrighted Fallout works. Bethesda therefore seeks, among other
14 things, temporary, preliminary, and permanent injunctive relief against Masthead.

15 **COUNT I**

16 **DIRECT COPYRIGHT INFRINGEMENT**

17 27. Bethesda incorporates and realleges the allegations of the preceding
18 paragraphs as if fully set forth herein.

19 28. Bethesda owns all copyrights in and to the works relating to the Fallout
20 video game series, which rights are protected by the following valid United States
21 copyright Registration Numbers PA 886-144, PA 931-744, PA 1-617-151, PA 1-
22 617-142, PA 1-617-156, VA 1-621-865, VA 1-621-867, VA 1-621-874, VA 1-621-
23 849, VA 1-621-850, VA 1-624-742, VA 1-419-472 and TX 6-812-430 (collectively
24 the "Fallout Copyrights").

25 29. Masthead is intentionally infringing the Fallout Copyrights by making
26 reproductions and/or derivatives of the copyrighted works and by displaying,
27 delivering, sending and transmitting such unlawful reproductions and/or derivatives
28 in and into the United States, including California. Masthead is liable for copyright

1 infringement even if Interplay is not. Masthead cannot claim any, and has no,
2 license to use the copyrighted works since the TLA bars Interplay from transferring
3 or sublicensing such rights to Masthead or any other third party.

4 30. As a result of Masthead's foregoing direct infringement of the Fallout
5 Copyrights, Bethesda has been and continues to be damaged.

6 31. By reason of the foregoing direct infringement, and at its election made
7 at the appropriate time, Bethesda is entitled, pursuant to 17 U.S.C. § 504(b), to an
8 award of its actual damages and that portion of Masthead's profits attributable to the
9 infringement that are not taken into account in computing Bethesda's actual
10 damages.

11 32. By reason of the foregoing direct infringement, and at its election made
12 at the appropriate time, Bethesda is entitled, pursuant to 17 U.S.C. § 504(c), to one
13 or more awards of statutory damages.

14 33. By reason of the foregoing direct infringement, Bethesda is entitled,
15 pursuant to 17 U.S.C. § 505, to an award of its reasonable attorneys' fees and costs.

16 34. By reason of the foregoing direct infringements, Bethesda is entitled,
17 pursuant to 17 U.S.C. § 502, to a temporary restraining order and to a preliminary
18 and permanent injunction to enjoin Masthead and those acting in concert with it
19 from exploiting or infringing the Fallout Copyrights, including, without limitation,
20 any characters, images, art or other works therein.

21 35. Unless restrained and enjoined by this Court, Defendant Masthead will
22 continue to willfully and directly infringe the Fallout Copyrights. Masthead's
23 infringing activities under the PDA will also continue to encourage, cause and
24 induce others known and unknown to Bethesda at this time to further infringe the
25 Fallout Copyrights.

26 36. For the reasons set forth above, Bethesda will succeed on the merits of
27 its copyright infringement claims and, in any event, has a strong likelihood of
28 success. Bethesda has suffered, and will continue to suffer, immediate, substantial

1 and irreparable injury unless Masthead's infringing activities, described more fully
2 above, are enjoined. Bethesda does not have an adequate remedy at law. The
3 balance of equities and public interest weigh in favor of enjoining Masthead's
4 infringing conduct.

5 **COUNT II**

6 **CONTRIBUTORY COPYRIGHT INFRINGEMENT**

7 37. Bethesda incorporates and realleges the allegations of the preceding
8 paragraphs as if fully set forth herein.

9 38. Bethesda owns all copyrights in and to the works relating to the Fallout
10 video game series, which rights are protected by the following valid United States
11 copyright Registration Numbers PA 886-144, PA 931-744, PA 1-617-151, PA 1-
12 617-142, PA 1-617-156, VA 1-621-865, VA 1-621-867, VA 1-621-874, VA 1-621-
13 849, VA 1-621-850, VA 1-624-742, VA 1-419-472 and TX 6-812-430.

14 39. Through its development activities under the PDA, Masthead is
15 encouraging, causing and inducing PV13 and others to intentionally infringe the
16 Fallout Copyrights by making, displaying and/or transmitting reproductions and
17 derivatives of the copyrighted works in the United States, including California,
18 knowing that PV13 and others would make, display and/or transmit such unlawful
19 reproductions and derivatives in the United States, including California.

20 40. As a result of Masthead's foregoing contributory infringement,
21 Bethesda has been and continues to be damaged.

22 41. By reason of the foregoing contributory infringement, and at its
23 election made at the appropriate time, Bethesda is entitled, pursuant to 17 U.S.C.
24 § 504(b), to an award of its actual damages and that portion of Masthead's profits
25 attributable to the infringement that are not taken into account in computing
26 Bethesda's actual damages.

27 42. By reason of the foregoing contributory infringement, and at its
28 election made at the appropriate time, Bethesda is entitled, pursuant to 17 U.S.C.

1 § 504(c), to one or more awards of statutory damages.

2 43. By reason of the foregoing contributory infringement, Bethesda is
3 entitled, pursuant to 17 U.S.C. § 505, to an award of its reasonable attorneys' fees
4 and costs.

5 44. By reason of the foregoing contributory infringement, Bethesda is
6 entitled, pursuant to 17 U.S.C. § 502, to a temporary restraining order and a
7 preliminary and permanent injunction to enjoin Masthead and those acting in
8 concert with it from exploiting or infringing the Fallout Copyrights, including,
9 without limitation, any characters, images, art or other works therein.

10 45. Unless restrained and enjoined by this Court, Defendant Masthead will
11 continue to willfully and directly infringe the Fallout Copyrights. Masthead's
12 infringing activities under the PDA will also continue to encourage, cause and
13 induce others known and unknown to Bethesda at this time to further infringe the
14 Fallout Copyrights.

15 46. For the reasons set forth above, Bethesda will succeed on the merits of
16 its copyright infringement claims and, in any event, has a strong likelihood of
17 success. Bethesda has suffered, and will continue to suffer, immediate, substantial
18 and irreparable injury unless Masthead's infringing activities, described more fully
19 above, are enjoined. Bethesda does not have an adequate remedy at law. The
20 balance of equities and public interest weigh in favor of enjoining Masthead's
21 infringing conduct.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff Bethesda respectfully requests that this Court grant
24 the following relief against Defendant Masthead:

25 A. An order temporarily restraining Masthead, all its subsidiaries, officers,
26 directors, agents, servants, employees, partners, representatives, assigns, successors,
27 related companies, attorneys and all other persons or entities in active concert with,
28 participation with, aiding or abetting, or otherwise acting on behalf of Masthead, or

1 any others who have actual notice of the order, from using, reproducing, making
2 derivatives of, or otherwise infringing the Fallout Copyrights;

3 B. An order preliminarily and permanently enjoining Masthead, all its
4 subsidiaries, officers, directors, agents, servants, employees, partners,
5 representatives, assigns, successors, related companies, attorneys and all other
6 persons or entities in active concert with, participation with, aiding or abetting, or
7 otherwise acting on behalf of Masthead, or any others who have actual notice of the
8 order, from using, reproducing, making derivatives of, or otherwise infringing the
9 Fallout Copyrights;

10 C. An order requiring Masthead to file with the Court and serve on
11 Bethesda within seven (7) days after the entry and service upon Masthead of an
12 injunction, a report in writing and under oath setting forth in detail the manner and
13 form in which the Defendant has undertaken to comply and is complying with the
14 Court's injunction;

15 D. An entry of judgment against Masthead as follows:

- 16 1. That Masthead has willfully and directly infringed Bethesda's
17 Fallout Copyrights;
- 18 2. That Masthead has contributorily infringed Bethesda's Fallout
19 Copyrights by encouraging, inducing and causing PV13 and
20 others to infringe Bethesda's Fallout Copyrights knowing that
21 PV13 and others would engage in such infringing activities;

22 E. An entry of judgment against Masthead to pay Bethesda's actual
23 damages plus that portion of Masthead's profits attributable to its copyright
24 infringement or, upon Bethesda's election, statutory damages pursuant to 17 U.S.C.
25 §§ 504(b) and 504(c);

26 F. An award to Bethesda of its reasonable attorneys' fees pursuant to 17
27 U.S.C. § 505;

28

1 G. An award to Bethesda of its costs in this action pursuant to 17 U.S.C. §
2 505; and

3 H. Such other and further relief as the Court deems just, reasonable, and
4 appropriate under the circumstances.

5
6 DATED: September 13, 2011

Howard H. Stahl
Daniel E. Loeb
FRIED, FRANK, HARRIS, SHRIVER &
JACOBSON LLP

7
8
9 Terry W. Bird
Paul S. Chan
10 BIRD, MARELLA, BOXER, WOLPERT,
11 NESSIM, DROOKS & LINCENBERG, P.C.

12
13 By: Terry W. Bird
14 Terry W. Bird
15 Attorneys for Plaintiff
16 BETHESDA SOFTWARES LLC
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURY DEMAND

Plaintiff Bethesda Softworks LLC (“Bethesda”) respectfully demands trial by jury as to all issues for which trial by jury is available.

DATED: September 13, 2011

Howard H. Stahl
Daniel E. Loeb
FRIED, FRANK, HARRIS, SHRIVER &
JACOBSON LLP

Terry W. Bird
Paul S. Chan
BIRD, MARELLA, BOXER, WOLPERT,
NESSIM, DROOKS & LINCENBERG, P.C.

By: Terry W. Bird
Terry W. Bird
Attorneys for Plaintiff
BETHESDA SOFTWARES LLC

EXHIBIT A

Confidential

ORIGINAL

ASSET PURCHASE AGREEMENT

- by and between -

INTERPLAY ENTERTAINMENT CORP.

- and -

BETHESDA SOFTWAREWORKS LLC

Dated as of April 4, 2007

CONFIDENTIAL

IPE -- 000026

Confidential

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of April 4, 2007 (the "Effective Date") between BETHESDA SOFTWARES LLC, a Delaware limited liability company (the "Purchaser"), and INTERPLAY ENTERTAINMENT CORP., a Delaware corporation (the "Seller"). Purchaser and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

A. On June 29, 2004, Seller and Purchaser entered into an Exclusive Licensing Agreement, amended August 19, 2004 (as amended to date, the "Exclusive Licensing Agreement"), whereby Purchaser acquired exclusive, worldwide, perpetual unrestricted intellectual property rights in and to all future uses of every kind to the brand and interactive entertainment software property known as "Fallout" and to the "Fallout" trademark, to the extent expressly provided for under the Exclusive Licensing Agreement. Through and as a result of the Exclusive Licensing Agreement, Purchaser has the unfettered right, subject to license royalties, to use and exploit the Fallout Intellectual Property (defined below) and is prepared to purchase actual legal ownership of all right, title, and interest in and to the Fallout Intellectual Property and in the other Acquired Assets (defined below).

B. The Seller and Purchaser entered into arms' length negotiations for the sale of the Fallout Intellectual Property which would eliminate risk to the Seller concerning the timing and amount of any royalties, if any, to be paid in the future under the Exclusive Licensing Agreement, and provide the Seller the fair value of the Fallout Intellectual Property to the extent Purchaser does not already effectively have it under the Exclusive Licensing Agreement, and would eliminate Purchaser's potential future royalty obligations to the Seller.

C. On November 1, 2006, while the negotiations between the Seller and Purchaser were ongoing, four petitioning creditors filed an involuntary bankruptcy petition under Chapter 7 of Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") against Seller (the "Involuntary Petition") in the United States Bankruptcy Court for the Central District of California, Case No. 06-11994 TA (the "Bankruptcy Case"), and on November 30, 2006, Seller answered the involuntary Petition in the Bankruptcy Case by filing an Answer of Alleged Debtor To Involuntary Petition seeking to dismiss the Bankruptcy Case.

D. The Seller desires, based on the fair value of the Acquired Assets, to monetize the benefit of its bargain with Purchaser under the Exclusive Licensing Agreement by converting the possibility of contingent future payments from Purchaser into certain amounts to be paid to the Seller by Purchaser as provided in this Agreement. Seller recognizes the uncertainties of receiving further advances and/or future game royalties under the Exclusive Licensing Agreement, and Purchaser is willing to acquire from Seller, as permitted under Sections 303(f) and 549(b) of the Bankruptcy Code, all right, title and interest in such Acquired Assets, for the cash consideration described herein, which the Parties agree represent the fair value of the Acquired Assets.

E. Purchaser and Seller enter into this Agreement in good faith and for bona fide business reasons and purposes.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used but not otherwise defined in this Agreement have the respective meanings given thereto in Exhibit A to this Agreement.

CONFIDENTIAL

IPE - 000027

Confidential

ARTICLE II**PURCHASE AND SALE; CLOSING**

2.1 Acquired Assets. Upon the terms and subject to the conditions of this Agreement, and effective upon the Closing Date, (x) Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser on the Closing Date, and (y) Purchaser hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in and to all of the Acquired Assets. As used herein, the term "**Acquired Assets**" shall mean, collectively, the Purchased Intellectual Property, the other Assets identified on Part 2.1 of the Disclosure Schedule, and the Enforcement Rights.

2.2 Assumed Liabilities. Upon and subject to the terms, conditions, representations, and warranties of Seller contained herein, and subject to Section 2.3, Purchaser agrees, effective at the time of Closing, to assume only the following liabilities (collectively, the "**Assumed Liabilities**"): all filing fees for transferring ownership of the Fallout Intellectual Property arising and accruing on and after the Closing and for maintaining and continuing to pursue for Purchaser's benefit any registrations or applications relating to the Fallout Intellectual Property.

2.3 Excluded Liabilities. Notwithstanding any provision in this Agreement or anything herein or otherwise to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming, nor will Purchaser be obligated to pay, perform, or discharge any other liability or obligation of Seller or any Affiliate of Seller or of any predecessor stockholder, or other owner of all or part of Seller or any Affiliate of Seller (collectively, the "**Seller Group**"), of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, presently in existence or accrued, or arising or asserted after the date hereof or on or after the Closing (collectively, the "**Excluded Liabilities**"). Any and all such other liabilities and obligations shall be retained by and remain obligations and liabilities of the Seller Group.

2.4 Closing. The consummation of the purchase and sale of the Acquired Assets in accordance with this Agreement and the closing of the other transactions provided for hereunder (the "**Closing**") shall take place at 10:30 a.m., local time, at the offices of DLA Piper US LLP, 1775 Wiehle Avenue, Suite 400, Reston, Virginia 20190 on **April 6, 2007**, or at such other later time and place as the Parties shall agree in writing, subject in each case to satisfaction or waiver by the Seller and Purchaser, as applicable, of the conditions precedent to closing set forth in Section 6.1 and Section 6.2, respectively. The actual date of the Closing shall be referred to as the "**Closing Date**" and the Closing shall be deemed effective as of 12:01 a.m. on the Closing Date. The Parties hereby agree to deliver at the Closing such documents, certificates of officers and other instruments as are set forth elsewhere in this Agreement and as may reasonably be required to effect the transfer by the Seller of the Acquired Assets to the Purchaser and to vest full title in and to the Acquired Assets in Purchaser, free and clear of any and all Encumbrances. All events which shall occur at the Closing shall be deemed to occur simultaneously.

2.5 Seller's Closing Deliveries. At the Closing, Seller will deliver to Purchaser (in addition to a duly executed copy of this Agreement, together with all final exhibits, annexes, and schedules hereto) the following, with all documents and instruments below to be duly executed by the Seller where appropriate and notarized where indicated in the exhibits, annexes, or schedules to this Agreement:

- (a) the Trademark License Agreement, in the form attached hereto as Exhibit B-1 (the "**License Back Agreement**");
- (b) the Special Rules System License Agreement, in the form attached hereto as Exhibit B-2 (the "**Special Rules License Agreement**");
- (c) the bill of sale, in the form attached hereto as Exhibit B-3 (the "**Bill of Sale**");
- (d) the instrument of assignment and assumption, in the form attached hereto as Exhibit B-4 (the "**Instrument of Assignment and Assumption**");
- (e) the applicable assignment agreements designated by the Purchaser, in the forms attached hereto as Exhibit C-1 and Exhibit C-2 (the "**Assignments**"), respectively;

CONFIDENTIAL

- 2 -

IPE -- 000028

Confidential

- (f) a power of attorney in the form attached hereto as Exhibit C-3;
- (g) all tangible embodiments of the Purchased Intellectual Property, including, without limitation, the Software and Documentation included in the Purchased Intellectual Property, but with respect to Third Party Intellectual Property Rights only to the extent Seller has the right in connection therewith to provide same;
- (h) all other tangible and intangible property included in the Purchased Intellectual Property, but with respect to Third Party Intellectual Property Rights only to the extent Seller has the right in connection therewith to provide same;
- (i) an officer's and secretary's closing certificate in form and substance acceptable to Purchaser;
- (j) the Escrow Agreement, in the form attached hereto as Exhibit D; and
- (k) such other instruments, documents, certificates and closing deliverables as Purchaser may reasonably request or may require in connection with this Agreement and the transactions provided for herein.

2.6 Purchaser's Closing Deliveries. At the Closing, Purchaser will deliver to the Seller (in addition to a duly executed copy of this Agreement, together with all final exhibits, annexes, and schedules hereto) the following, with all documents and instruments below to be duly executed by the Purchaser where appropriate and notarized where indicated in the annex, schedules, or exhibits to this Agreement:

- (a) the License Back Agreement;
- (b) the Special Rules License Agreement;
- (c) the Bill of Sale;
- (d) the Instrument of Assignment and Assumption;
- (e) the Trademark Assignment Agreement;
- (f) the Copyright Assignment Agreement;
- (g) the Escrow Agreement; and
- (h) the First Installment, payable upon the Closing under Section 2.7 below.

2.7 Purchase Price. In addition to the Assumed Liabilities, the purchase price for the Acquired Assets (together, the "Purchase Price") shall be Five Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$5,750,000.00), payable in three installments as provided herein, upon the terms and conditions set forth in this Agreement and in reliance on the representations, warranties, covenants and agreements of Seller. At the Closing, the Acquired Assets automatically will be transferred to, and all right, title and interest therein immediately vested in, the Purchaser.

(a) **First Installment.** The Purchaser shall deliver the sum of **Two Million and 00/100 Dollars (\$2,000,000.00)** of the Purchase Price (the "First Installment") in immediately available U.S. dollar-denominated funds by wire transfer as follows: (i) **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)** to an account as specified on the Payment Schedule attached hereto; and (ii) **One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00)** to a separate segregated escrow account ("Escrow Account") established pursuant to the Escrow Agreement (at Exhibit D), as specified in the Payment Schedule attached hereto, with said funds to be used to obtain full and complete releases, releases of liens, satisfactions of judgments or discharges of liabilities (in the form of the releases attached to the Escrow Agreement) as to all of the Encumbrances listed in Part 2.7(a) of the Disclosure Schedule as promptly as practicable following the Closing Date.

(b) **Second Installment.** Upon entry by the court in the Bankruptcy Case of a conditional order of dismissal in a form reasonably satisfactory to the Purchaser ("Conditional Order"), the Purchaser shall deliver the sum of **Two Million and 00/100 Dollars (\$2,000,000.00)** of the Purchase Price the "Second Installment") in immediately available U.S. dollar-denominated funds by wire transfer to the

Confidential

Escrow Account, with said funds to be used to satisfy the requirements of the Conditional Order. In the event the Bankruptcy Case is not dismissed pursuant to a final, non-appealable order (*Final Dismissal Order*) within ninety (90) days from the date of issuance of the Conditional Order, any funds remaining in the Escrow Account shall thereafter be distributed only as directed by the court in the Bankruptcy Case.

(c) **Third Installment.** The balance of the Purchase Price in the sum of **One Million Seven Hundred and Fifty Thousand and 00/100 Dollars (\$1,750,000.00)** shall be due, owing, and payable ninety (90) days following issuance of a Final Dismissal Order ("*Third Installment Date*") on condition that (i) the Seller provided written evidence, reasonably satisfactory to Purchaser, that the Encumbrances listed in Part 2.7(a) of the Disclosure Schedule have been released, satisfied or discharged in full and releases of liens and satisfactions of judgments have been filed with all applicable courts, Secretaries of State or other entities, (ii) no new bankruptcy or insolvency proceedings against Seller have been filed, (iii) no Encumbrances or challenges of any kind exist or have arisen with respect to Purchaser's clear title and ownership of the Acquired Assets, and (iv) the Seller then remains in compliance with all of its covenants under this Agreement and all related agreements. If such conditions are met to Purchaser's satisfaction, then the Purchaser shall deliver **One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00)** in immediately available U.S. dollar-denominated funds by wire transfer as specified on the Payment Schedule attached hereto (the "*Third Installment*"). Whether or not the contingent Third Installment is earned, paid or released, if at any time any Encumbrances or any challenges to Purchaser's clear title and ownership of any of the Acquired Assets arise after the Third Installment Date, the Seller shall take immediate action to resolve and fully discharge and cause to be released any and all such Encumbrances and/or challenges and ensure to Purchaser's satisfaction that there are no Encumbrances on Purchaser's clear title to and unencumbered ownership of the Acquired Assets.

2.8 **Exclusive Licensing Agreement.** Effective automatically upon Closing, Purchaser shall have no obligations to pay any consideration under the Exclusive Licensing Agreement, and the Exclusive Licensing Agreement shall be deemed superseded by this Agreement and in the event of a conflict of meaning, the terms of this Agreement shall control; *provided, however*, that if in connection with or as the result of any bankruptcy proceeding or liquidation, dissolution, or in connection with any other insolvency proceeding, fraudulent conveyance claim, or other claim or action, any court, bankruptcy trustee, or other applicable Person causes this Agreement and the transactions hereunder to be voided, nullified, or otherwise unwound or overturned for any reason under federal or state law, then notwithstanding anything herein or otherwise to the contrary, (x) all of Purchaser's licenses, rights and other privileges under the Exclusive Licensing Agreement automatically shall be reinstated and deemed for all purposes to have remained in full force and effect and not to have been superseded or otherwise impacted in any way by this Agreement, and (y) any and all payments made under this Agreement automatically shall be deemed to be and constitute royalty payments that may become due and payable to the Seller and advance payments recoverable against and applied to any and all payment obligations of Purchaser to the Seller in accordance with the Exclusive Licensing Agreement. With respect to such advance payments, Purchaser shall be deemed to be and constitute a secured creditor of the Seller and shall be entitled to a first priority lien over all of the Fallout Intellectual Property and entitled hereby to make such security interest filings under applicable federal or state law (including but not limited to with the United States Patent and Trademark Office and Copyright Office and with any and all corresponding or similar bodies outside of the United States) with respect to all registered Fallout Intellectual Property as it may deem necessary or appropriate to perfect such security interests. Without limiting the foregoing, any obligation by the Purchaser to pay royalties or any other monies under the Exclusive Licensing Agreement if reinstated is void. To the fullest extent possible, the Seller shall waive all claims to royalties or any other monies that ever may be due under the Exclusive Licensing Agreement and hereby accepts the payments made under this Agreement to constitute full payment of royalties or other monies due thereunder.

CONFIDENTIAL

- 4 -

IPE -- 000030

Confidential

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to the Purchaser that, on and as of the Effective Date and as of the Closing, the statements contained in sections 3.1 through 3.22 of this Article III are true and correct in all respects, except as set forth in the Seller's Disclosure Schedule attached hereto (the "*Disclosure Schedule*").

3.1 Due Incorporation. Seller is a corporation duly organized, validly existing and in good standing under the applicable laws of the State of Delaware. Seller has all requisite corporate power and authority to own, lease and operate its properties and to carry on and operate its business, operations, and affairs as now conducted and to enter into this Agreement and all agreements and instruments to be entered into or delivered under this Agreement by the Seller (collectively, the "*Ancillary Agreements*") and to perform and discharge its obligations hereunder and under all Ancillary Agreements. Seller is duly licensed or qualified as a foreign corporation in good standing in the State of California.

3.2 Authority; No Violation; Binding Obligation.

(a) All corporate actions necessary to authorize the execution and delivery by Seller of this Agreement and the Ancillary Agreements and the performance of its obligations hereunder and thereunder have been duly taken.

(b) The execution, delivery, and performance of this Agreement and the Ancillary Agreements and the performance of Seller's covenants and agreements herein and therein contained do not and will not (i) contravene or conflict with or constitute a violation of any provision of applicable law binding upon or applicable to the ownership of the Acquired Assets or the Seller's business; (ii) conflict with, result in a breach of, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of Seller relating to the Acquired Assets or Assumed Liabilities or to a loss of any benefit relating to the Acquired Assets or Assumed Liabilities to which Seller is entitled under any provision of any agreement, contract or other instrument or relating to any of the Acquired Assets; (iii) result in the creation or imposition of any Encumbrance on any Acquired Asset; or (iv) conflict with or violate any provision of the articles of incorporation, bylaws, or other governing documents of the Seller as in effect immediately prior to the Closing.

(c) This Agreement and each of the Ancillary Agreements are legal, valid and binding obligations of Seller.

(d) Seller has not received any notice of non-compliance not previously corrected with respect to the Acquired Assets under any applicable law.

3.3 Litigation. Except for the Bankruptcy Case and Encumbrances identified in Part 2.7(a) of the Disclosure Schedule, there are no Legal Proceedings pending, or to the knowledge of the Seller, threatened against or relating to the Seller in connection with this Agreement or any of the Acquired Assets, whether at law, in equity, or before any governmental authority, nor is there a basis for any of the foregoing. Seller is not, in connection with the Acquired Assets, in default with respect to any judgment, injunction, order or decree of any court or any governmental authority, instrumentality, or court by which it or any of the Acquired Assets is bound or subject.

3.4 Title to Acquired Assets. Except for the Encumbrances identified in Part 2.7(a) of the Disclosure Schedule, Seller has good and marketable title to the Acquired Assets, free and clear of any Encumbrances, and at the Closing, Purchaser will receive good and marketable title to the Acquired Assets, free and clear of any Encumbrances, except for the Encumbrances identified in Part 2.7(a) of the Disclosure Schedule.

3.5 Insurance Claims. There are no pending insurance claims for losses related to the Acquired Assets.

3.6 Ownership. The Seller owns or otherwise has valid and legally enforceable rights by license to use the Purchased Intellectual Property. The Seller is the sole owner of all of the Purchased

- 5 -

CONFIDENTIAL

IPE -- 000031

Confidential

Intellectual Property.

3.7 Inbound Licenses and Rights. Set forth in Part 3.7 of the Disclosure Schedule is a list and brief description of all Third Party Intellectual Property Rights used in connection with the Fallout Intellectual Property as of the Closing Date, and identifies any licenses or other agreements relating thereto, true, correct and complete copies of which licenses or other agreements are annexed to Part 3.7 of the Disclosure Schedule. The Seller has not breached any of the licenses or other agreements governing such Third Party Intellectual Property Rights, and, to the knowledge of the Seller, no other party to those agreements has breached those agreements. No Third Party Intellectual Property of any kind or nature is as of the Closing Date or historically has been used by the Seller in connection with the Fallout Intellectual Property. No part of the Purchased Intellectual Property has been placed in (or is otherwise subject to) any escrow arrangement of any kind for the benefit of any third party.

3.8 No Restrictions. Other than under the Exclusive Licensing Agreement and the Encumbrances identified in Part 2.7(a) of the Disclosure Schedule, the Purchased Intellectual Property is free of any and all royalty and other payment obligations and other Claims or Encumbrances and, without limiting the generality of the foregoing, is not subject to any limitations or restrictions on Seller's use. There is no Legal Proceeding, order, agreement or other similar arrangement that prohibits or restricts the Seller (x) from using the Purchased Intellectual Property or developing, licensing, transferring or otherwise exploiting any Software, properties, or other assets relating to the Fallout Intellectual Property anywhere in the world or (y) from any use of the Purchased Intellectual Property anywhere in the world (except that this representation is made only to the Seller's knowledge with respect to Third Party Intellectual Property Rights). No Person has any rights in the Fallout Intellectual Property or in any of the other Purchased Intellectual Property that could cause any reversion or renewal of rights in favor of that Person or termination of the Seller's or, following the Closing, the Purchaser's rights in the Fallout Intellectual Property or in any of the other Purchased Intellectual Property.

3.9 Effect of Closing. Upon and after the Closing, the Purchaser will be the sole owner of, and will have valid and marketable title to, the Purchased Intellectual Property, and will have the full right to use, license and transfer the Purchased Intellectual Property in the same manner and on the same terms that the Seller had immediately prior to the Closing. The Seller is not legally bound by any agreements or obligations under which the occurrence of the Closing would (i) obligate the Seller or the Purchaser to license or otherwise grant rights to any other Person in any Fallout Intellectual Property (in any case, whether owned or used by the Seller or Purchaser), (ii) entitle any Person to a release of any source code escrow, (iii) result in any Claim or other Encumbrance on the Purchased Intellectual Property, (iv) give rise to any right of any third party to terminate, or impair in any material manner, any Third Party Intellectual Property Rights included in the Purchased Intellectual Property or otherwise contravene or conflict with Purchaser's right to enjoy the benefit of the Third Party Intellectual Property Rights, or (v) otherwise increase any burdens or decrease any rights relating to the Fallout Intellectual Property or any of the other Purchased Intellectual Property in any material manner.

3.10 Perfection of Ownership Rights. With respect to the Fallout Intellectual Property:

(a) **Assignments.** Part 3.10 of the Disclosure Schedule separately lists all other written assignments, if any, Seller has obtained to establish the Seller's ownership rights in the Fallout Intellectual Property.

(b) **Effect of Assignments.** In each case in which the Seller has acquired ownership of any material Intellectual Property from any Person, other than a license of the Third Party Intellectual Property Rights, the Seller has obtained a valid and enforceable assignment sufficient to irrevocably transfer the applicable rights in that Intellectual Property to the Seller. If the Seller has so acquired Registered Intellectual Property, the Seller has, when required by applicable law, duly recorded each of these assignments with the appropriate governmental agency, and listed these assignments in Part 3.10(b) of the Disclosure Schedule.

CONFIDENTIAL

- 6 -

IPE -- 000032

Confidential

3.11 Registered Intellectual Property. Part 3.11 of the Disclosure Schedule separately lists (x) all Registered Intellectual Property included within the Purchased Intellectual Property, as well as (y) certain additional Fallout Intellectual Property.

(a) **Fees and Applications.** All necessary registration, maintenance, renewal, and annuity fees and taxes due as of the Closing Date, have been paid, and all necessary documents have been filed, in connection with the Registered Intellectual Property. In connection with the Registered Intellectual Property, all registrations are in force and all applications for the same are pending in good standing, and no actions for reissuance, reexamination or opposition are pending or threatened with respect to any issued registrations or pending applications.

(b) **List of Maintenance Actions.** Part 3.11(b) of the Disclosure Schedule accurately and completely lists all actions that, as of the Closing Date, must be taken within ninety (90) days after the date of this Agreement relating to the payment of any fees or taxes or the filing of any documents necessary or appropriate to maintain, perfect or renew any Registered Intellectual Property with an official office (e.g., patent or trademark office).

3.12 Validity. All registered copyrights, trademarks, and service marks (and all applications related to any of the foregoing) included in the Fallout Intellectual Property are subsisting and valid under applicable law for those respective categories of Intellectual Property. There are no facts or circumstances that would render any of the Purchased Intellectual Property invalid or unenforceable, except that with respect to the Third Party Intellectual Property, this representation is made only to the Seller's knowledge.

3.13 Outbound Licenses and Rights. Part 3.13 of the Disclosure Schedule lists all agreements, if any, under which the Seller has licensed or otherwise granted rights in any of the Purchased Intellectual Property to any Person. Part 3.13 of the Disclosure Schedule also lists separately any of the following related to the Fallout Intellectual Property: (i) any exclusive rights granted to any third Person; (ii) any source code escrow or other form of delivery or disclosure of any source code to or for the benefit of any Person; or (iii) any other agreements to which Seller is a party that give other Persons the right to use, market or otherwise exploit or commercialize any of the Fallout Intellectual Property or related products or services.

3.14 Indemnity Agreements. The Seller has not agreed to indemnify, defend or otherwise hold harmless any other Person with respect to Damages resulting or arising from any of the Purchased Intellectual Property, except under those agreements summarized or described in Part 3.14 of the Disclosure Schedule.

3.15 No Violation of the Seller's Rights. To the knowledge of the Seller, no Person has infringed or misappropriated any of the Fallout Intellectual Property, except for fan websites, blogs and other sites referencing nominally one of the *Fallout* games without the consent of Seller. Immediately after the Closing (subject to making any filings necessary to perfect rights), the Purchaser will have sole rights to bring actions for infringement or misappropriation of the Fallout Intellectual Property. The Seller has not commenced or threatened any Legal Proceeding, or asserted any allegation or claim, against any Person for infringement or misappropriation of the Purchased Intellectual Property or breach of any agreement involving the Purchased Intellectual Property, except as indicated in Part 3.15 of the Disclosure Schedule.

3.16 No Violation of Third Party Rights. The Seller's creation, use, sale, license, or other transfer of the Purchased Intellectual Property does not infringe or misappropriate any other Person's Intellectual Property and, to the Seller's knowledge, after the Closing, Purchaser's use of the Purchased Intellectual Property (including, without limitation, the development, license, transfer, or other exploitation of any Software, properties, or other assets relating to the Fallout Intellectual Property anywhere in the world) will not infringe or misappropriate any other Person's Intellectual Property. The Seller has not received notice (in writing or otherwise) of any pending or threatened Legal Proceeding or any written allegation or claim in which any Person alleges that the Seller, any of the Purchased Intellectual Property, or any use, sale, license, transfer, development, or other exploitation thereof has violated any Person's Intellectual Property rights and, to Seller's knowledge, no basis for any such actual or threatened Legal Proceeding, claim or allegation exists. There are no pending or threatened disputes between the Seller and

- 7 -

CONFIDENTIAL

IPE - 000033

Confidential

any other Person relating to the Purchased Intellectual Property.

3.17 Proprietary Information and Confidentiality. The Seller has taken commercially reasonable and appropriate steps to protect and preserve its trade secrets and all other confidential information included in or relevant to the Purchased Intellectual Property. To the Seller's knowledge, none of its (or any Affiliate's) current or former employees, consultants, independent contractors, or other agents have any rights in or to the Fallout Intellectual Property.

3.18 No Special Adverse Circumstances. None of the Fallout Intellectual Property was developed using any government or university funding or facilities, nor was it obtained from a governmental entity or university. The Seller is not a member of, and is not obligated to license or disclose any Intellectual Property to, any official or de facto standards setting or similar organization or to any organization's members. None of the Fallout Intellectual Property (or any of the other Purchased Intellectual Property embedded or contained in or linking to any of the Fallout Intellectual Property includes any Software of the type commonly referred to as "open source software," "freeware" or "shareware," or that is subject to any form of "GNU," "Mozilla," or other public license or open source license, rights or other obligations.

3.19 No Brokers or Finders. No person, firm or corporation has or will have as a result of any action of Seller or Seller's officers, employees, agents or representatives, any right, interest or valid claim for any commission, fee or other compensation as a finder or broker, or for acting in any similar capacity in connection with this Agreement or any of the transactions provided for herein or in any of the Ancillary Agreements.

3.20 Accuracy of Material Facts. No representation, warranty or covenant of Seller contained in this Agreement or in any of the Ancillary Agreements, or the attached exhibits, annexes, or schedules or in any certificate furnished or to be furnished to Purchaser pursuant to this Agreement or any of the Ancillary Agreements or in connection with the transactions contemplated hereby or thereby, when read together, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein, taken as a whole, not misleading in light of the circumstances under which such statements were made.

3.21 Intent. The transactions provided for herein are being undertaken in good faith and are not being undertaken with any intent to hinder, delay, defraud, or mislead any past, present, or future creditors of the Seller. The Purchase Price for the Acquired Assets represents fair value and was negotiated at arms' length between the Seller and Purchaser.

3.22 Reliance. The foregoing representations and warranties are made by the Seller with the knowledge and expectation that Purchaser is materially relying thereon in connection with the transactions provided for in this Agreement, including, without limitation, the purchase of the Acquired Assets.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Seller that, on and as of the Effective Date and as of the Closing, the statements contained in section 3.23 of this Article III are true and correct in all respects.

3.23 Authority; No Violation; Binding Obligation.

(a) All corporate actions necessary to authorize the execution and delivery by Purchaser of this Agreement and the Ancillary Agreements and the performance of its obligations hereunder and thereunder have been duly taken.

(b) The execution, delivery, and performance of this Agreement and the Ancillary Agreements and the performance of Purchaser's covenants and agreements herein and therein contained do not and will not conflict with or violate any provision of the articles of incorporation, bylaws, or other governing documents of the Purchaser as in effect immediately prior to the Closing.

(c) This Agreement and each of the Ancillary Agreements are legal, valid and binding obligations of Purchaser.

CONFIDENTIAL

- 8 -

IPE -- 000034

Confidential

ARTICLE IV

INDEMNIFICATION AND SURVIVAL

4.1 Survival of Obligations. All representations, warranties, covenants, and obligations of the Parties contained in this Agreement or in any of the Ancillary Agreements shall, except as otherwise expressly set forth elsewhere in this Agreement or in any of the Ancillary Agreements, remain in full force and effect following the Closing Date.

4.2 Indemnification.

(a) The Seller agrees to indemnify, defend and hold harmless the Purchaser and all of the Purchaser's Affiliates, and each of their respective parents, stockholders, members, directors, officers, agents and employees (collectively, the "Indemnitees") from and against any action brought against any of the Indemnitees with respect to any claim, demand, cause of action, Liability, Claim or Encumbrance, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), to the extent (x) such Losses are based upon, connected with, or arise out of (x) any actual or alleged breach, violation, or contravention of, or inaccuracy in, in each case as applicable, any of the Seller's representations, warranties, covenants, agreements, or undertakings in or under this Agreement, any of the Ancillary Agreements, or any certificate, exhibit, annex, or schedule; or (y) any Excluded Liabilities.

(b) With respect to the Seller's indemnification obligations hereunder, each party agrees to: (i) give the other party prompt written notice of any claim, action, suit or proceeding for which the first party is seeking indemnity; and (ii) reasonably cooperate with the other party with respect to the defense of the action. A party may participate, at its own cost, in the defense and settlement of such action through counsel of its choice. In no event may the Seller settle any such action in a manner that adversely affects the rights of Purchaser or any of the Indemnitees, without Purchaser's express prior written consent.

(c) No Indemnitee (other than the Purchaser) may make any claim for indemnification hereunder without the prior approval of the Purchaser, in its sole discretion. The representations, warranties, covenants, and obligations of the Seller on the one hand, and the rights and remedies (including the indemnification and other remedies described in this Article IV) of, or that may be exercised by, any Indemnitee on the other hand, will not be limited or otherwise affected by or as a result of, any information furnished to, or any investigation made by or knowledge of, such Indemnitee or any Indemnitee's representatives or agents. The indemnification remedies (and all other remedies available to Purchaser and the Indemnitees at law or in equity) contained in this Agreement shall be non-exclusive.

(d) In addition to any rights of offset or setoff that Purchaser may have at common law or otherwise, any indemnification obligations hereunder of the Seller to Purchaser or any other Indemnitee may, in the sole discretion of Purchaser, be offset or setoff by Purchaser against (x) any other amount otherwise payable to the Seller or any of the Seller's Affiliates by Purchaser under this Agreement, any Ancillary Agreement, or any other agreement between the Seller and Purchaser or (y) any other monetary obligation of Purchaser to the Seller or any of the Seller's Affiliates.

ARTICLE V

COVENANTS

5.1 Further Assurances. In addition to the Seller's obligations elsewhere herein, following the Closing, the Seller, without further consideration of any kind, shall execute and deliver, or cause to be executed and delivered, such other instruments, and take, or cause to be taken, such other action, as shall reasonably be requested by Purchaser or its Affiliates to effectively carry out the other terms and provisions of this Agreement benefiting the Purchaser including, without limitation, all instruments and actions necessary to remove, satisfy, discharge and release any Encumbrances or challenges relating to the Acquired Assets as required in this Agreement and to ensure that Purchaser has clear title to and unencumbered ownership of all the Acquired Assets. Seller shall use its best efforts to assist Purchaser and Purchaser's Affiliates in effecting a smooth transition in ownership and operation of the Acquired Assets after the Closing Date, without any obligation by Seller to make payments to any party in connection with providing

- 9 -

CONFIDENTIAL

IPE -- 000035 *pe*

Confidential

such assistance.

5.2 Transitional Maintenance of Assets. To provide an appropriate transition period for Purchaser to assume responsibility for maintenance of the Purchased Intellectual Property, Seller represents and warrants that all official office actions (e.g., copyright, patent, or trademark offices) due (without payment of extension fees) within 30 days of the Closing Date, of which Seller is aware, including, without limitation, paying maintenance fees or annuities and responding to office actions and other correspondence from any applicable official office (e.g., copyright, patent, or trademark offices), have been completed and filed (including payment of all applicable fees) as of the Closing Date.

5.3 Registered Intellectual Property. Seller will provide to Purchaser within a reasonable time following a request therefor (but in any event not later than 30 days following the Closing Date, unless otherwise agreed), Seller's complete files (in any format or media now existing) for the Registered Intellectual Property and any other relevant documents, if any, in Seller's possession that relate to obtaining or maintaining any of the Purchased Intellectual Property.

5.4 Assignment of Rights Under Employee Agreements. In order to protect Purchaser's interest in the Acquired Assets and under this Agreement and the Ancillary Agreements, Seller hereby (x) sells, assigns, transfers and conveys to Purchaser all rights of Seller under and to enforce the terms of any and all third party confidentiality undertakings and any and all IP assignment obligations, solely as they relate to or are connected with the Acquired Assets or the Purchased Intellectual Property, and (y) agrees to assist Purchaser in any reasonable efforts to enforce such agreements, obligations, arrangements.

5.5 Transfer Taxes. All excise, sales, value added, use, registration, stamp, documentary, transfer and similar Taxes, levies, charges and fees (including all real estate transfer Taxes) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid solely by Seller. Seller shall also be solely responsible for the filing of any Tax returns with respect to such transfer and similar Taxes, and promptly shall provide written evidence of such payments and copies of all such filings to Purchaser.

5.6 Hold Harmless. Seller covenants and agrees that it will (and that it will cause the other members of the Seller Group to) promptly pay and discharge, as they become due and payable, and promptly perform in accordance with their respective terms, all and each of the Excluded Liabilities, it being expressly understood and agreed that Purchaser is assuming no liabilities or obligations of Seller or other members of the Seller Group other than the Assumed Liabilities identified herein and in the Instrument of Assignment and Assumption.

5.7 Confirming Effective Delivery of the Purchased Intellectual Property. Without limitation to the Seller's obligations under Section 5.1, promptly after being requested to do so by the Purchaser either in preparation for the Closing (in which case the Purchaser agrees to hold items delivered by the Seller solely for delivery pursuant to the Closing or return them to the Seller if the Closing does not occur) or after the Closing, or both, the Seller will:

(a) **Title.** Sign and deliver and have notarized all documents and instruments, and take all other actions required by this Agreement, for the purpose of (i) correcting or confirming title to the Purchased Intellectual Property prior to the Closing in the name of the Seller, and/or (ii) enabling the Purchaser to file applications or registrations on and after the Closing in the name of the Purchaser or Affiliates of the Purchaser with any governmental agency relating to the Purchased Intellectual Property;

(b) **Interim Fees and Filings.** For period of 30 days after the Closing Date, take all actions, if any, requested by the Purchaser without being liable for the payment of any fees to any governmental agency, filing or maintenance of applications or registrations, or other actions before or with any governmental agency concerning Registered Intellectual Property or other Purchased Intellectual Property for any actions that are within the scope of Section 5.1.

5.8 Confidentiality. The Seller will keep confidential and not, directly or indirectly, disclose to anyone or use or misappropriate for the Seller's own benefit or for the benefit of any other person, (a) all

- 10 -

CONFIDENTIAL

IPE -- 000036

Confidential

trade secrets and other non-public information or documents included within or relating to the Purchased Intellectual Property; and (b) any non-public information about the Purchaser that the Seller or its representatives may obtain or may have obtained in the course of the transactions contemplated by this Agreement. The Seller agrees not to make any such information public or otherwise act or omit to act in a manner that would reasonably be expected to impair in any material respect the intended benefits of this covenant to the Purchaser. This covenant is in addition to, and does not limit, the rights of the Purchaser as the purchaser and owner of the Purchased Intellectual Property as of the Closing Date. Notwithstanding the foregoing, this Section 5.8 shall not restrict Seller from maintaining any records or making any disclosures that may be required and mandated by applicable law or governmental authority, provided, however, that prior to making any such disclosures, the Seller will provide reasonable advance notice to Purchaser so as to permit Purchaser to review the proposed form and contents of such disclosure and, to the extent deemed appropriate by Purchaser, to allow Purchaser to seek an appropriate protective order to prevent or limit such disclosure. Notwithstanding the foregoing, this Agreement may be described in or filed with any required federal securities filings of Seller.

5.9 Prohibition on Future Filings and Registrations. Nothing contained in this Agreement shall be construed as providing the Seller with any retained right, title, or other interest of any kind in or to any of the Acquired Assets. Seller recognizes and acknowledges that the Purchased Intellectual Property and all rights therein and all goodwill pertaining thereto solely and exclusively belong to Purchaser effective automatically upon the Closing and that all uses of the Purchased Intellectual Property shall inure to the benefit of Purchaser. In addition to its obligations under and of the Ancillary Agreements or under any other agreements, Seller agrees (x) not to directly or indirectly attack or impair the title of Purchaser to the any of the Purchased Intellectual Property, the validity of this Agreement, or any of Purchaser's current or future registrations or applications relating to any of the Purchased Intellectual Property (or any derivatives thereof) in any jurisdiction; and (y) not to file any state, federal, or foreign applications to register (1) any of the Purchased Intellectual Property constituting trademarks, trade names, service marks, copyrights, or the like, in whole or in part, or (2) any confusingly similar trademarks, trade names, service marks, copyrights, or the like, in any jurisdiction.

5.10 Merchandising Rights. From and after the Closing, Purchaser authorizes Seller to exclusively manufacture, have manufactured, sell and distribute the pre-existing Fallout interactive entertainment software games, "*Fallout*", "*Fallout 2*", "*Fallout Tactics*", and "*Brotherhood of Steel*" ("*Pre-existing Fallout Games*"), and Purchaser shall have no financial interest in the sales of such Pre-existing Fallout Games by or on behalf of Seller. All packaging, advertising and promotional materials used by or on behalf of Seller in connection with the Pre-existing Fallout Games shall be submitted by Seller to Purchaser for Purchaser's written approval prior to its use, and Seller shall not use or authorize the use of any such packaging, advertising or promotional material unless Purchaser has approved in writing in advance such material, such approval not to be unreasonably withheld, it being understood and agreed that all packaging, advertising and promotional materials for the Pre-Existing Fallout Games shall not use, refer to, trade upon, reflect the look and feel of or otherwise exploit any of the Fallout games or products, including but not limited to their packaging, advertising and promotional materials, developed by or for the Purchaser or its licensees.

5.11 Motion To Dismiss Bankruptcy Case. The Seller shall file the motion to dismiss the Bankruptcy Case referenced in section 2.7 on or before May 1, 2007.

5.12 Part 3.13 Disclosure Schedule. If Purchaser is not satisfied with the disclosures made in Part 3.13 of the Disclosure Schedule by the Closing Date, Purchaser shall be entitled to void this Agreement and shall not be required to proceed with the Closing.

CONFIDENTIAL

- 11 -

IPE -- 000037

Confidential

ARTICLE VI

GENERAL PROVISIONS

6.1 **Conditions Precedent to Obligations of Purchaser.** The obligations of Purchaser to consummate the Closing are subject to the following express conditions precedent (all or any of which may be waived in whole or in part by Purchaser in its sole discretion), having been fulfilled on or before the Closing Date:

(a) **Representations and Warranties.** The representations and warranties of Seller contained herein shall be true and correct in all respects on and as of the Closing Date.

(b) **Performance; Deliveries.** Seller shall have performed and observed in all respects all covenants, obligations and conditions herein required to be performed or observed by Seller on or prior to the Closing Date; and Seller shall have delivered to Purchaser all deliveries described, set forth or provided for Section 2.5.

(c) **Absence of Material Changes.** There shall not have been any material adverse change affecting Seller or its business or any of the Acquired Assets.

(d) **No Litigation.** No Legal Proceeding or Claim or other proceeding or investigation, whether administrative or judicial, shall be threatened or pending against Seller or Purchaser that, in the reasonable opinion of Purchaser or its counsel, presents a reasonable possibility that the transactions contemplated by this Agreement could be enjoined or prevented, or that the right of Purchaser to acquire, retain or use all of the Acquired Assets, if and when the same are acquired, without additional costs would be adversely affected

6.2 **Conditions Precedent to Obligations of the Seller.** The obligations of the Seller to consummate the Closing hereunder are subject to the following express condition precedent (all or any of which may be waived in whole or in part by the Seller in its sole discretion), having been fulfilled on or before the Closing Date: Purchaser shall have performed and observed in all material respects all covenants, obligations and conditions herein required to be performed or observed by Seller on or prior to the Closing Date; and Purchaser shall have delivered to Seller all deliveries provided for Section 2.6, *provided, however*, that the Purchase Price shall be deliverable upon and not prior to the Closing.

ARTICLE VII

GENERAL PROVISIONS

7.1 **Survival of Obligations.** All representations, warranties, covenants, and obligations of the Parties contained in this Agreement or in any of the Ancillary Agreements shall, except as otherwise expressly set forth elsewhere in this Agreement, remain in full force and effect for five years following the Closing Date.

7.2 **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, USA, without regard to principles of conflict of laws. Each party agrees that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate federal or state court located in the State of Maryland. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to any dispute arising out of this Agreement.

7.3 **All Amendments in Writing.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement intended to be bound thereby.

7.4 **Entire Agreement.** This Agreement (including the exhibits, annexes, and schedules hereto and other documents referred to herein as having been delivered or furnished by either party to the other hereunder) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

CONFIDENTIAL

Confidential

7.5 **Assignment; No Third Party Beneficiaries.** Purchaser may freely assign any of its rights or delegate or novate any of its obligations under this Agreement to any Affiliate or to any third party without the prior consent of Seller. Seller may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Purchaser. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any Person other than the Parties and their respective successors and assigns permitted by this Section 7.5 any right, remedy or claim under or by reason of this Agreement.

7.6 **Specific Performance; Injunctive Relief.** The parties hereto expressly acknowledge and agree that the Acquired Assets are special and unique and that a breach of any of the terms or provisions of this Agreement in respect to the sale and purchase thereof will result in irreparable injury for which there is no adequate remedy at law, and therefore, notwithstanding anything herein or otherwise to the contrary, Purchaser shall be entitled to equitable relief and specific performance to compel compliance hereunder, without the requirement for posting any bond or security.

7.7 **Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.8 **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and delivered by overnight courier or by confirmed facsimile during the regular business hours of the recipient to the addresses or facsimile numbers set forth below or to such other addresses specified by the applicable party:

If to Purchaser: Vlatko Andonov, President
Bethesda Softworks LLC
1370 Piccard Drive, Suite 120
Rockville, MD 20850
Fax: (301) 926-8010

with a copy to:

J. Griffin Leshner
Executive Vice President -Legal
ZeniMax Media Inc.
1370 Piccard Drive, Suite 120
Rockville, MD 20850
Fax: (301) 990-7025

If to the Seller: Herve Caen, Chief Executive Officer
Interplay Entertainment Corp.
100 North Crescent Drive, Suite 324
Beverly Hills, CA 90210
Fax: (310) 432-1959

7.9 **Expenses.** Except where otherwise expressly provided for in this Agreement, each Party hereto shall pay its own costs and expenses, including, without limitation, the fees and expenses of its respective attorneys and accountants, in connection with this Agreement and the transactions contemplated herein, whether or not the Closing takes place.

7.10 **Waiver.** Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver will be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. The failure of any Party hereto to enforce at any time any provision of this Agreement will not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement will be held to constitute a waiver of

CONFIDENTIAL

IPE - 000039

Confidential

any other or subsequent breach.

7.11 **Entire Agreement.** The parties have read this Agreement, together with the Ancillary Agreements and all exhibits, annexes, and schedules hereto (collectively, the "Transaction Agreements"), and further agree that they collectively constitute the complete and entire agreement of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Acquired Assets (including, without limitation, the Purchased Intellectual Property) from the Seller to Purchaser, and supersede all and merge all previous communications, agreements, understandings or letters of intent (in each case, oral or written) between or among any of the Parties hereto regarding the subject matter hereof. No representations, warranties, statements, understandings, agreements, or commitments of any kind made by any Party that are not expressly stated herein (or in any other Transaction Agreements) shall be binding on such Party.

7.12 **Severability.** In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the original intentions of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

7.13 **Construction; Interpretation.**

(a) **Headings.** Titles, captions, and other headings to sections in this Agreement have been inserted for convenience of reference only and are not intended to be a part of or to affect in any way the meaning, construction, or interpretation of this Agreement.

(b) **Exhibits; Annexes; Schedules.** This Agreement is deemed to include all of the exhibits, annexes, and schedules hereto, which expressly are made a part hereof and incorporated herein and will be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Except as otherwise indicated, all references in this Agreement to "Sections," "Schedules," "Annexes," and "Exhibits" are intended to refer to Sections, Schedules, Annexes, and Exhibits to this Agreement.

(c) **Gender and Number.** For the purpose of this Agreement, whenever the context requires or permits: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders. As used in the Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) **Mutual Drafting.** The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement, it being agreed that all Parties participated jointly and equally in the drafting hereof.

7.14 **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement, and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to each of the Parties.

* * * * *


CONFIDENTIAL

IPE -- 000040

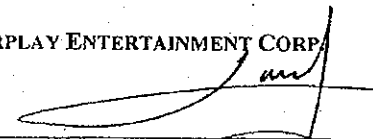
Confidential

IN WITNESS WHEREOF, the parties hereto have executed and delivered this ASSET PURCHASE AGREEMENT with legal and binding effect as of the date and year first above written.

PURCHASER: BETHESDA SOFTWORKS LLC

By: 
Printed Name: Vlatko Andonov
Title: President

SELLER: INTERPLAY ENTERTAINMENT CORP

By: 
Printed Name: Herve Caen
Title: Chief Executive Officer

CONFIDENTIAL

List of Annexes, Exhibits, and Schedules

Exhibits:

Exhibit A.....	Certain Defined Terms
Exhibit B-1.....	License Back Agreement
Exhibit B-2.....	Special Rules License Agreement
Exhibit B-3.....	Bill of Sale
Exhibit B-4.....	Instrument of Assignment and Assumption
Exhibit C-1.....	Trademark Assignment Agreement
Exhibit C-2.....	Copyright Assignment Agreement
Exhibit C-3.....	Power of Attorney
Exhibit D.....	Escrow Agreement

Schedules:

Payment Schedule (Wire Transfer Instructions)
Disclosure Schedule

CONFIDENTIAL ✓

IPE -- 000042 *pl*

Confidential

EXHIBIT A

CERTAIN DEFINED TERMS

An "*Affiliate*" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such first Person within the meaning of the Securities Exchange Act of 1934, as amended. "*Affiliate*" means

"*Claim*" means any claim, security interest, encumbrance, lien, mortgage, indenture, security agreement, pledge, charge, escrow, option, right of first refusal, judgment, order or other Liability or restriction of any kind (whether arising by contract or by operation of law).

"*Commercially Available Technology*" means third party technologies, products and services that are commercially available, including without limitation, software that is subject to "shrinkwrap", "clickwrap", "open source" or other standard or mass market license agreements.

"*Damages*" means any loss, damage, injury, Liability, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including, without limitation, fees and expenses of attorneys, accountants, financial advisors and other experts and other expenses of litigation), charge, costs (including reasonable costs of investigation) or expenses of any nature.

"*Documentation*" means, as applicable, product, technical, repair, marketing and user documentation and any succeeding changes thereto as of the Closing Date, including, without limitation, all specifications as set forth in Seller's product manuals; installation, maintenance, operating and customer or end-user manuals, instructions and diagnostics; system administrative materials, configuration guides, marketing and sales brochures and literature, and product guides and any similar or related documentation. When used to in connection with the term Software the term "*Documentation*" means, as applicable, programming and user documentation, maintenance and test specification, system descriptions and other similar documentation relating to the creation, use or operation of the Software.

"*Encumbrance*" means any lien (including, without limitation, any tax, mechanic's, warehouseman's, laborer's, or landlord's liens), mortgage, claim, pledge, charge, security interest, equitable interest, right of use, right of co-existence, encumbrance, defects, claims, or conditions to or restrictions on use, transfer or assignment, or any other restrictions of any kind.

"*Enforcement Rights*" means any and all claims, demands, rights, and causes of action for infringement, misappropriation, or misuse of any of the Purchased Intellectual Property, past, present and future, and any and all of the proceeds and rights to proceeds from the foregoing, in each case whether existing, accrued, or unpaid or whether hereafter arising, coming into existence, or accruing.

"*Fallout Intellectual Property*" means any and all Intellectual Property in or relating or connected in any way with (and to all future uses of every kind) the brand and interactive entertainment software game property known as "*Fallout*". Without limiting the generality of the foregoing, the term *Fallout Intellectual Property* includes, without limitation, the "*FALLOUT*" trademark for all classes and uses worldwide; any and all rights to any and all "*Fallout*" video games, all "*Fallout*"-related characters, and all uses of all "*Fallout*" connected or related trademarks and brand (subject only to licensing rights granted under the License Back Agreement), and including, without limitation, the rights to all add-ons, expansion packs and combinations of same, however packaged or sold, hint books and strategy guides, and any prequels, sequels, or derivative products of any of the foregoing, and any and all rights to the "*Fallout*" brand, including, without limitation, to merchandising and sublicensing rights.

"*Intellectual Property*" means all of the following anywhere in the world and all legal rights, title, or interest in the following arising under the laws of the United States, (including any state), and any other country (including any subdivision thereof), or international treaty regime, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals:

CONFIDENTIAL

IPE -- 000043

Confidential

(i) all patents and applications for patents of all classes and types and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part;

(ii) all copyrights, copyright registrations and copyright applications, copyrightable works, and all other corresponding rights;

(iii) all trade dress and trade names, logos, Internet addresses and domain names, trademarks and service marks (including, without limitation, any common law or prior use rights that may exist with respect related to any of the foregoing) and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin, and all goodwill of the Seller's business associated with any of the foregoing;

(iv) all inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, invention notebooks, file histories, know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind;

(vii) all Software;

(viii) all databases and data collections and all rights in the same;

(ix) all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known or referred to as "moral rights," in any of the foregoing;

(x) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property;

(xi) all tangible embodiments of any of the foregoing, in any form and in any media, in the possession of the Seller (or other Persons engaged or retained by the Seller);

(xii) all versions, releases, upgrades, derivatives, enhancements and improvements of any of the foregoing; and

(xiii) all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the date of this Agreement.

"*Legal Proceeding*" means any action, suit, litigation, arbitration proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation threatened, commenced, brought, conducted or heard by or before, or otherwise involving any court or other governmental agency or any arbitrator or arbitration panel.

"*Liability*" means any liability, loss, debt, or obligation of any kind (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"*Person*" means any individual, corporation, partnership, limited liability company, trust, other form of business or investment entity, and any foreign, federal, state or local government or governmental agency of any kind.

"*Purchased Intellectual Property*" means, collectively: (x) all of the Fallout Intellectual Property owned by, created by, or licensed by or to the Seller, as existing as of the Closing Date, and (y) all of the Third Party Intellectual Property Rights.

CONFIDENTIAL

IPE -- 000044

Confidential

"Registered Intellectual Property" means Fallout Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by any governmental or quasi-governmental agency or non-governmental registrar (whether provisional, supplemental, or otherwise), anywhere in the world as of the Closing Date.

"Software" means computer software programs and software systems, including, without limitation, software compilations, software implementations of algorithms, software tool sets, firmware, development tools, files, compilers, and software models and methodologies regardless of the stage of development and all media on which any of the foregoing is recorded and all media on which any of the foregoing are recorded and all related programming and user documentation, including, without limitation, all records, technical drawings, and data relating to the foregoing, and in each and every case whether in source code, object or executable code or human readable form, or any translation or modification thereof that substantially preserves its original identity. As used herein, the term Software does not include Commercially Available Technology.

"Tax" means any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value-added, franchise, capital, paid-up capital, profits, greenmail, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind or nature whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any governmental authority (domestic or foreign) responsible for the imposition of any such tax.

"Third Party Intellectual Property Rights" means Intellectual Property owned by any third party and licensed to Seller or any of its Affiliates as of the Closing Date for use in connection with Fallout, including without limitation Commercially Available Technology and the third party Intellectual Property listed in the Disclosure Schedule. With respect to any Third Party Intellectual Property Rights, use of the term "purchase" or "sale" in this Agreement shall mean the purchase or sale of Seller's interest (e.g., through transfer, assignment of a license, etc.) by Purchaser.

CONFIDENTIAL

IPE -- 000045

EXHIBIT B

Confidential

EXHIBIT B-1

TRADEMARK LICENSE AGREEMENT

CONFIDENTIAL

IPE -- 000092

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this "Agreement") is made and entered into as of April 4, 2007 (the "Effective Date") by and between (i) *Bethesda Softworks LLC*, a Delaware limited liability company, wholly owned by ZeniMax Media Inc., a Delaware corporation, having its principal place of business located at 1370 Piccard Drive, Suite 120, Rockville, MD 20850 ("Bethesda") and (ii) *Interplay Entertainment Corp.*, a Delaware corporation having its principal place of business located at 100 North Crescent Drive, Suite 324, Beverly Hills, CA 90210 ("Interplay"). Bethesda and Interplay are collectively referred to herein as the "parties" or individually as a "party".

RECITALS

A. Bethesda acquired all right, title and interest in the FALLOUT trademarks specified in Schedule 1 hereto (collectively the "Licensed Marks") from Interplay under an Asset Purchase Agreement between Bethesda and Interplay, dated as of April 4, 2007 ("APA").

B. Interplay wishes to use the Licensed Marks solely in connection with the development and implementation of a Massively Multiplayer Online Game (as defined below).

C. Bethesda, as the owner of the Licensed Marks, is willing to grant Interplay a license strictly limited in duration and scope to use the Licensed Marks in compliance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the promises and mutual covenants of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1.0 Definition.

The term "MMOG" means a Massively Multiplayer Online Game that is a type of computer video game for large communal use that (i) is only played and accessed via the Internet and is not playable off-line in any manner whatsoever, (ii) is only functional as an MMOG and does not work as a single player game or as a game with 100 or fewer players, (iii) enables at least 1,000 players to interact simultaneously in the game world online and remains live 24 hours a day/7 days a week, (iv) requires all players to pay a monthly subscription service fee or some similar ongoing method for billing players for participation in the game world online for the express purpose of obtaining and continuing on-line access to the game's core experience (except during any applicable user trial period), (v) contains content that is maintained only on dedicated servers by the offeror of the MMOG; and (vi) is not played on online game services of console manufacturers (such as Xbox Live from Microsoft).

2.0 License.

2.1 Grant of License. Subject to the terms and conditions set forth in this Agreement, Bethesda grants to Interplay an exclusive, non-transferable license and right to use

Page 1 of 11

CONFIDENTIAL

W
PE
IPE -- 000093

the Licensed Marks on and in connection with Interplay's FALLOUT-branded MMOG (the "FALLOUT MMOG" or "Licensed Product") and for no other purpose. The conditional license herein does not grant Interplay any right to sublicense any of the licensed rights without Bethesda's prior written approval.

2.2 Territory. Worldwide. Interplay agrees to comply with all applicable laws and regulations pertaining to the use and designation of trademarks in the territory, and to refrain from any action that may or would adversely affect the right of Bethesda to the FALLOUT trademarks.

2.3 MMOG Development. To retain its license rights under this Agreement, Interplay agrees that (i) full-scale development of its FALLOUT MMOG will commence within twenty-four (24) months of the Effective Date of this Agreement (such commencement date defined herein as the "MMOG Development Commencement Date") and (ii) by the MMOG Development Commencement Date, Interplay will have secured financing for the FALLOUT MMOG in an amount no less than US\$30,000,000.00 ("Minimum Financing"). In the event that within this 24-month period Interplay has failed to commence full-scale development of its FALLOUT MMOG or has failed to secure the Minimum Financing, Interplay will immediately lose and permanently forfeit its license rights under this Agreement and the license rights automatically shall end, be void and otherwise terminate on the anniversary date of the second year after the Effective Date and this Agreement shall no longer remain in effect.

2.4 MMOG Commercial Launch. In the event that within the first 24 months after the Effective Date Interplay has commenced full-scale development of its FALLOUT MMOG and has secured the Minimum Financing, to retain its license rights under this Agreement Interplay must, in addition, Commercially Launch (as defined below) the FALLOUT MMOG within four (4) years of the MMOG Development Commencement Date. In the event that within the first 24 months after the Effective Date Interplay has commenced full-scale development of its FALLOUT MMOG and has secured the Minimum Financing but has failed to Commercially Launch the FALLOUT MMOG within the first 4 years after the MMOG Development Commencement Date, Interplay will immediately lose and permanently forfeit its license rights under this Agreement and the license rights automatically shall end, be void and otherwise terminate on the anniversary date of the fourth year after the MMOG Development Commencement Date and this Agreement shall no longer remain in effect; provided, however, that if at the expiration of such 4-year period, Interplay has failed to Commercially Launch the FALLOUT MMOG but is actively engaged in development efforts of such MMOG and certifies to Bethesda in writing its good faith belief that it will Commercially Launch the FALLOUT MMOG within 12 months after the conclusion of such 4-year period, then the period for Commercial Launch shall be extended by one (1) year. If Interplay has failed to Commercially Launch the FALLOUT MMOG by the expiration of such extended period, Interplay shall immediately lose and permanently forfeit its license rights under this Agreement and the license rights automatically shall end, be void and otherwise terminate on the anniversary date of the fifth year after the MMOG Development Commencement Date and this Agreement shall no longer be in effect. Bethesda agrees to negotiate in good faith whether or not to grant any further extension beyond five years after the MMOG Development Commencement Date. "Commercially Launch" means that Interplay has offered its FALLOUT MMOG for sale to the public in major markets in North America and Europe and that such FALLOUT MMOG has and continues to maintain a minimum of 10,000 paying subscribers.

CONFIDENTIAL

Page 2 of 11

IPE -- 000094

2.5 Continuing Commercial Availability. If at any time after the Commercial Launch of its FALLOUT MMOG, Interplay fails to operate and keep its FALLOUT MMOG commercially available for any consecutive three (3) month period, Interplay will immediately lose and permanently forfeit its license rights under this Agreement and the license rights automatically shall end, be void and otherwise terminate upon the expiration of such three month period and this Agreement shall no longer remain in effect.

2.6 Reservation of Rights. Any and all rights not explicitly granted to Interplay hereunder are reserved by Bethesda.

3.0 Ownership.

3.1 Sole Owner. Interplay acknowledges and agrees that, as between the parties, Bethesda is the sole and exclusive owner of the Licensed Marks. Bethesda may, in its sole discretion, maintain or discontinue the maintenance of any applications and registrations for the Marks or seek registration for any Licensed Mark at any time.

3.2 No Assignment. Nothing contained in this Agreement shall be construed as an assignment to Interplay of any right, title, or interest in or to the Licensed Marks. Interplay recognizes and acknowledges that the Licensed Marks and all rights therein and goodwill pertaining thereto solely and exclusively belong to Bethesda and that all uses of the Licensed Marks by Interplay shall inure to the benefit of Bethesda. Interplay shall not directly or indirectly attack or impair the title of Bethesda to the Licensed Marks, the validity of this Agreement, or any of Bethesda's registrations or applications relating to any Licensed Mark in any jurisdiction. Interplay agrees it shall not file any state, federal, or foreign applications to register any of the Licensed Marks, in whole or in part, or any name or mark confusingly similar thereto in any jurisdiction.

3.3 Further Assistance. Interplay shall, upon request of Bethesda, execute any documents that may be deemed necessary or desirable by Bethesda to use the Licensed Marks in conformity with any nation's laws, including whatever documents that may be necessary to record Interplay as a user or licensee of the Licensed Marks anywhere in the world.

3.4 Interplay-Derived MMOG Elements. In the event this Agreement terminates prior to the Commercial Launch of the FALLOUT MMOG, Bethesda agrees that nothing in this Agreement limits or is intended to limit the rights of Interplay to use in a non-FALLOUT MMOG, *inter alia*, any or all locations, graphic representations, creatures, monsters, names, likenesses, behaviors, religions, deities, environments, legends, fairy tales, stories, universes, character classes or character professions that are in the public domain, are owned by any entity other than Bethesda and/or its affiliates and/or licensors or otherwise are not subject to copyright or trademark protection. For purposes of a non-FALLOUT MMOG, Interplay shall own all rights in any computer software code (object or source code), game play software routines, game or graphics engines, as well as any designs, likenesses, sound and visual representations or other intellectual property rights that are created after the Effective Date by or on behalf of Interplay and which do not include, refer or relate to the Licensed Marks (the "Interplay-Derived MMOG Elements"), provided, however, that the Interplay-Derived MMOG Elements do not use, incorporate, trade on or otherwise exploit any Fallout-related

intellectual property created by Interplay or by Bethesda or by their respective parents, subsidiaries, affiliates, successors or assigns, including without limitation any Fallout artwork, locations, graphic representations, story lines, creatures, monsters, names, likenesses, behaviors, environments (e.g., vaults), universes, settings, legends, characters, character classes, character professions, packaging, advertisements, text and translations, and any and all Fallout proprietary characters, trademarks, copyrights and artwork listed in Exhibit C-2 to the APA, it being understood and agreed by the parties that all such property is and shall remain exclusively owned by Bethesda. Interplay shall be free to continue to exploit the Interplay-Derived MMOG Elements or not, at will and in its sole discretion as provided herein. Subject to the foregoing, each party reserves and expressly does not waive any rights that either may have to take action against the other for copyright infringement, trademark infringement, dilution, unfair competition, false advertising and/or any related claims in connection with the other's exercise of the rights available herein.

4.0 Use of Licensed Marks. Provided Interplay fulfills the conditions set forth in Sections 2.3, 2.4 and 2.5 of this Agreement, Interplay is granted the right to use the Licensed Marks but only in connection with Interplay's FALLOUT MMOG. Interplay agrees not to use the Licensed Marks in conjunction with or connection to any other products or marketing materials.

5.0 Quality Control.

5.1 General.

5.1.1 Interplay acknowledges the importance to Bethesda of its reputation and goodwill and to the public of maintaining high, uniform standards of quality in the Licensed Product provided under the Licensed Marks as well as related marketing and advertising materials used in connection with the Licensed Marks.

5.1.2 Interplay warrants that the Licensed Product shall meet or exceed such quality standards as may be set by Bethesda from time to time. Without limiting the foregoing, the Licensed Product shall be the same quality as, or exceed in quality, the quality of the Licensed Product in connection with which Bethesda has used the Licensed Marks after the Effective Date.

5.1.3 Interplay agrees that it shall manufacture, sell, provide, distribute, advertise, and promote the Licensed Product in accordance with all applicable federal, state, national, territorial and local laws, regulations, standards and industry codes. Interplay agrees to make or obtain, at its expense, all necessary governmental approvals, filings, and/or registrations with respect to Interplay's rights to manufacture, sell, distribute, provide, advertise, and promote the Licensed Product.

5.2 Form of Use. Interplay shall affix or otherwise display the Licensed Marks in conformance with Bethesda's standards and guidelines, as such may be further developed or amended from time to time, including any manuals that are established or approved by Bethesda, and any other specifications as may be prescribed by Bethesda to promote and foster the goodwill represented by the Licensed Marks. Interplay shall use the Licensed Marks with appropriate legends as prescribed by Bethesda and shall not use any other trademark or

CONFIDENTIAL

IPE -- 000096

service mark (other than Interplay's INTERPLAY marks) in combination with any of the Licensed Marks without prior written approval of Bethesda.

5.3 Inspection and Samples.

5.3.1 Interplay agrees to cooperate with Bethesda in facilitating Bethesda's control and maintenance of the nature and quality of the Licensed Product. Bethesda shall have the right to inspect, during normal business hours and upon two (2) days prior notice, Interplay's places of business and the Licensed Product.

5.3.2 Interplay shall not offer or provide any products or services whose nature or quality does not comply with the quality standards of Bethesda.

5.3.3 Interplay shall adhere to the standards and guidelines referenced in Section 5.2 with respect to all signage, packaging, advertising and promotional materials bearing the Licensed Marks. Interplay shall submit to Bethesda for its prior written approval, specimens or facsimiles of all signage, packaging, advertising and promotional materials bearing the Licensed Marks.

5.4 Content. Interplay agrees that the Licensed Product shall not contain any material offensive to Bethesda, including, without limitation, nudity and offensive language or behavior. In any event, Interplay agrees that prior to release of the Licensed Product such final version of the Licensed Product shall be approved by Bethesda in writing, which approval shall not be unreasonably withheld.

5.5 Confusingly Similar Marks. Interplay agrees not to adopt or use any other trademark, word, symbol, letter, design or mark that is confusingly similar to the Licensed Mark. Interplay may use the Licensed Mark with other marks or names sufficiently separated from the Licensed Mark and sufficiently distinctive to avoid the consumer impression that such other marks or their owners are associated with Bethesda.

6.0 Services to Bethesda. Interplay shall, at its own cost and expense, provide certain assistance to Bethesda in its efforts to develop, register, police and enforce Bethesda's rights in and to the Licensed Marks, and any New Properties, and the rights granted to Interplay hereunder, as described in this Section 6.

6.1 Registration. Interplay shall provide cooperation and assistance to Bethesda in its efforts to register the Licensed Marks in the United States and other territories. For example, and without limitation, Interplay shall provide to Bethesda specimens and dates of first use upon request by Bethesda.

6.2 Enforcement. Interplay shall regularly monitor the marketplace to detect potentially infringing or non-conforming uses of the Licensed Marks. Interplay shall promptly notify Bethesda of any apparent infringement of or challenge to Interplay's use of any of the Licensed Marks, or claim by any person of any rights in any of the Licensed Marks. Bethesda shall have discretion to take such action as it deems appropriate and the right to exclusively control any litigation, Patent and Trademark Office proceeding or other proceeding arising out of any such infringement, challenge or claim. Interplay agrees to execute any and all instruments

and documents and to do such acts and things as, in the opinion of Bethesda's counsel, may be reasonably necessary or advisable to protect and maintain the interests of Bethesda in the Licensed Marks. Bethesda shall incur no liability to Interplay by reason of Bethesda's failure or refusal to prosecute, or by Bethesda's refusal to permit Interplay to prosecute, any alleged infringement by third parties, nor by reason of any settlement to which Bethesda may agree.

6.3 Power of Attorney. In the event Interplay fails or refuses to execute any document or other writing required under Section 3.3, 3.4 or 6 to fully effect the rights of Bethesda in the Licensed Marks and/or the New Properties, Interplay hereby irrevocably appoints Bethesda as its special attorney-in-fact, coupled with an interest, for the limited purpose and to the extent necessary to execute, record and file any such document or writing.

7.0 Payment of Royalties. Interplay agrees to pay Bethesda a Royalty of twelve percent (12%) of the Net Cash Receipts derived from the sale and distribution of the FALLOUT MMOG, including sales of subscription fees or access fees to the FALLOUT MMOG or any other revenues generated by the FALLOUT MMOG, in the Territory during each calendar quarter following the commercial launch of the FALLOUT MMOG. The term "Net Cash Receipts" shall mean the monies actually collected by Interplay from the sale and distribution of the FALLOUT MMOG or use of the FALLOUT MMOG in the Territory ("Total Cash Receipts") less:

- (i) Exploitation costs, including but not limited to all costs of goods (materials, manufacture and assembly of any final packaged goods), testing and quality assurance, platform manufacture royalties, internet service fees, and sales expenses;
- (ii) Marketing expenditures, including paid ads, promotions, and co-ops;
- (iii) Any taxes (such as value added taxes), duties and the like on the sale of the FALLOUT MMOG or access to the FALLOUT MMOG in any form or manner (excluding taxes on Interplay's net income);
- (iv) Allowances for trade discounts, price protections and credits, rebates or returns with respect to the sale the FALLOUT MMOG;
- (v) Sales commissions, similar fees, compensation and directly related costs paid to third party sales representatives or rack servicers;
- (vi) Insurance, packing, custom duties, shipping and procurement charges;
- (vii) Promotional amounts, such as credits, cash discounts, freight discounts, rebates or promotional allowances to customers; and
- (viii) Amount for returns, such as credits, refunds or allowances.

8.0 Reports and Audit.

8.1 Quarterly Reports. Interplay agrees to provide Bethesda with a written royalty report forty-five (45) days following the end of each calendar quarter (the "Quarterly Report") following the commercial launch of the FALLOUT MMOG, which report shall include the following information:

- (i) Total Cash Receipts for the FALLOUT MMOG – launch to date;
- (ii) Less Deductions for the FALLOUT MMOG under section 7.0 above;
- (iii) Net Cash Receipts;
- (iv) Total launch-to-date Royalties earned;
- (v) Less any prior period Royalty payments made;

- (vi) Royalties for the Quarter (item (iv) minus item (v)).
- (vii) Less ten percent (10%) of the Royalties for the Quarter as a reserve, adjusted quarterly, for returns and cancellations;
- (viii) Net Royalties due for the Quarter.

Simultaneous with its delivery of a Quarterly Report, Interplay shall pay the Royalties due for the calendar quarter. In the event that Interplay does not make payment, Interplay shall pay Bethesda one percent (1%) per month up to a maximum of five percent (5%) of the Royalties due. Interplay shall not be required to submit Quarterly Reports regarding the FALLOUT MMOG receipts if there have been no sales or distribution of the FALLOUT MMOG for more than two (2) calendar quarters.

8.2 Audit Rights. Interplay agrees that an independent accountant selected and appointed by Bethesda may, no more than twice per year at Bethesda's cost and upon fifteen (15) business days' prior written notice to Interplay, inspect, examine and otherwise audit ("Audit") the books and records of Interplay (and any applicable subsidiary or affiliate) for the purpose of determining the accuracy of Interplay's Quarterly Reports. Interplay shall cooperate fully with any such Audit and promptly make available to persons conducting the Audit all records and documents relating to sales, fees and any other revenues of, or generated by, the MMOG, which Bethesda advises it needs to complete the Audit in a thorough and comprehensive manner. Should the Audit establish that Interplay's payments made to Bethesda under this Agreement should have been five percent (5%) or more in amount, then in addition to promptly paying the additional Royalties, plus interest computed at one and a half percent (1.5%) per month Interplay shall pay the cost of the Audit.

9.0 Termination.

9.1 Bethesda shall have the right to terminate this Agreement at any time, upon written notice to Interplay, if Interplay fails to make any payment due hereunder, maintain the quality of the Licensed Product in accordance with the provisions hereof, follow Bethesda's instructions regarding the appropriate display and use of the Licensed Marks, or perform or comply with any term, condition, or standard set forth in this Agreement, and if such failure is not cured within thirty (30) days after Bethesda provides written notice of such failure to Interplay.

9.2 Bethesda may terminate this Agreement at its option, effective immediately upon written notice to Interplay, in the event (x) of the reorganization, consolidation or merger of Interplay or of another entity into Interplay, (y) of the transfer of all or substantially all of the assets of Interplay to another entity, or (z) Interplay becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign.

9.3 Effect of Termination.

9.3.1 Upon the expiration or termination of this Agreement, except as otherwise provided herein, any monies, including royalty payments, due and payable hereunder to Bethesda as of the date of expiration or termination shall be paid in full.

CONFIDENTIAL

9.3.2 Within thirty (30) days after termination of this Agreement, Interplay shall provide Bethesda with a complete schedule of all materials bearing the Licensed Marks then on hand or in inventory (including inventory of its subcontractors or agents) including, but not limited to, the Licensed Product, packaging, and advertising and promotional materials. Upon request and at Bethesda's sole discretion, Interplay promptly shall deliver to Bethesda or dispose of at the direction of Bethesda, without charge, all existing inventory of Licensed Product bearing the Licensed Marks within its possession or control, all related materials bearing the Licensed Marks, and instruments used for the purposes of affixing or displaying the Licensed Marks, including, but not limited to, artwork, transparencies, negatives, dies, molds and screens, for disposition by Bethesda, along with copies of all inventory records relating thereto.

9.3.3 Except as otherwise permitted under this Section 9, upon the expiration or termination of this Agreement, Interplay shall cease to use the Licensed Marks in any manner and shall not thereafter use the Licensed Marks, or any other trade name or trademark comprised in whole or in part of any Licensed Mark or that is similar to any Licensed Mark.

9.3.4 Upon the expiration or termination of this Agreement, Interplay shall, within ninety (90) days of the date of termination or expiration of this Agreement wind down the operation of the FALLOUT MMOG and terminate any and all User Agreements.

9.3.5 Interplay hereby acknowledges the irreparable harm that Bethesda will incur from any unauthorized use of the Licensed Marks. Interplay expressly agrees that, notwithstanding any termination or expiration of this Agreement, Bethesda, in addition to all other remedies, shall be entitled to seek temporary, preliminary and permanent injunctive relief to prohibit the unlawful or unauthorized use of the Licensed Marks.

9.3.6 Upon the expiration or termination of this Agreement or upon the losing, forfeiting, ceasing, voiding, or otherwise terminating of this Agreement or any part of this Agreement and notwithstanding anything to the contrary herein or in any other agreement between the parties, the provisions of Section 3.4 of this Agreement shall survive and remain in full force and effect.

10.0 Indemnification. Interplay agrees to indemnify Bethesda and its affiliates, parent and their respective directors, officers, agents and employees and to hold each of them harmless in all respects, including attorneys' fees, from and against any claims, demands, suits or causes of action and resulting settlements, awards or judgments arising out of any act or alleged activity of Interplay in connection with this Agreement including any defects or alleged defects in the Licensed Product. This indemnity shall survive the termination of this Agreement.

11.0 Successors and Assigns. Interplay may not assign its rights or delegate its duties under this Agreement without the prior written consent of Bethesda. Bethesda has the unrestricted right to assign its rights or delegate its duties under this Agreement to any person or entity. This Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective permitted successors and assigns.

CONFIDENTIAL

12.0 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and delivered by overnight courier to the addresses set forth below or to such other addresses specified by the parties:

To Bethesda: Vlatko Andonov
President
Bethesda Softworks LLC
1370 Piccard Drive, Suite 120
Rockville, MD 20850
Tel: 301 926 8300; Fax: 301 926 8010

with a copy to:
J. Griffin Leshner
Executive Vice President—Legal
ZeniMax Media Inc.
1370 Piccard Drive, Suite 120
Rockville, MD 20850
Tel: 301 963 2000; Fax: 301 990 7025

To Interplay: Herve Caen
Chief Executive Officer
Interplay Entertainment Corp.
100 North Crescent Drive, Suite 324
Beverly Hills, CA 90210
Tel: 310 432 1955; Fax: 310 432 1959

13.0 Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules. Each of Bethesda and Interplay agrees that the sole and exclusive jurisdiction and venue of any action or litigation arising from or relating to this Agreement shall be the courts located in the State of Maryland.

14.0 All Amendments in Writing. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

15.0 No Waiver. A failure of any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

16.0 Entire Agreement. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all and merges all previous communications, oral or written, and all other communications among them relating to the subject matter hereof. No representations or statements of any kind made by any party that are not expressly stated herein shall be binding on such party. Any modifications or amendments to this Agreement shall be binding upon the parties only if they are made in writing and properly executed on behalf of the respective parties.

17.0 Severability. In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the original intentions of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

18.0 Execution and Effective Date. This Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. This Agreement shall be enforceable upon the exchange of facsimile signatures and shall be effective on the date of the last signature, which shall also be the Effective Date first written above.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed by their authorized representatives.

Bethesda Softworks LLC

By: [Signature]
Name: Vlatko Andonov
Title: President

Date: April 4, 2007

InterJay Entertainment Corp

By: [Signature]
Name: Herve Caen
Title: Chief Executive Officer

Date: April 4, 2007

Schedule 1

Listing of Licensed Trademarks

FALLOUT

Page 11 of 11

CONFIDENTIAL

IPE -- 000103

EXHIBIT C

Confidential

EXHIBIT C-2

COPYRIGHT ASSIGNMENT

CONFIDENTIAL

IPE - 000121

69

COPYRIGHT ASSIGNMENT

THIS COPYRIGHT ASSIGNMENT (this "Assignment") is made as of April 9, 2007, by and between Interplay Entertainment Corp., a Delaware corporation (hereinafter "Assignor"), and Bethesda Softworks LLC, a Delaware limited liability company (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the works and the copyright registrations therefor that are listed on Exhibit A attached hereto (hereinafter the "Works"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain ownership of the Works.

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

1. Assignor hereby irrevocably assigns, transfers and conveys unto Assignee all of its rights, titles and interests in and to the Works and all elements thereof, including, without limitation, all copyrights in and to the Works whether registered or unregistered, together with all now or hereafter existing rights of every kind and character whatsoever throughout the world pertaining to the Works, in all media now in existence or to be developed hereafter, in perpetuity. Assignor agrees to execute and deliver to Assignee such documents as may be required by Assignee to effectuate or perfect such assignment.

2. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. Assignor shall cooperate with Assignee to the fullest extent reasonably possible to secure all of Assignee's rights and remedies to and in the Work.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first set forth above.

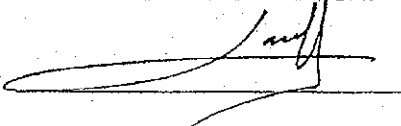
ASSIGNOR:

ASSIGNEE:

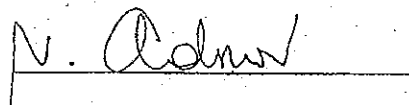
INTERPLAY ENTERTAINMENT CORP.

BETHESDA SOFTWORKS LLC.

By:



By:



Name: Herve Caen

Name: Vlatko Andonov

Title: Chief Executive Officer

Title: President

CONFIDENTIAL

IPE -- 000122

EXHIBIT A

Schedule of Copyrights

- The Fallout Logos
- Fallout and Fallout 2 Character Art
- Fallout and Fallout 2 Environment Art
- Weapon and item Art
- Cutscene Art
- Interface Art
- Loading Screen Comic Art
- Loading Screen 3D Art
- "PIP Boy" Art from in-game and manuals
- World Bible
- Background Source Materials

Schedule of Registered Copyrights

Country	Copyright Title	Registration No.	Registration Date
United States	Fallout	PA-886-144	March 20, 1998
United States	Fallout 2: a post nuclear role playing game	PA-931-744	March 1, 1999

CONFIDENTIAL

IPE - 000123

EXHIBIT D

Additional Certificate (17 U.S.C. 706)

Certificate of Registration DKC Document 89-9 Filed 11/19/10 Page 2 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
VA 1-621-865

Effective date of
registration:
August 10, 2007

Title _____

Title of Work: Vault Boy Agility
Nature of Work: Digital image

Completion/ Publication _____

Year of Completion: 2007
Date of 1st Publication: July 5, 2007 Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC
Author Created: 2-dimensional artwork
Work made for hire: Yes
Citizen of: United States
Anonymous: No Pseudonymous: No

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC
1370 Piccard Drive, Rockville, MD, 20850

Limitation of copyright claim _____

Material excluded from this claim: New version of previously published but unregistered work originally created by Interplay Entertainment Corp. and subsequently assigned to Bethesda Softworks LLC
Previously registered: No

New material included in claim: Entire work representing new configuration

Certification _____

Name: Thomas E. Zitic

Date: August 10, 2007

Registration #: VA0001621865

Service Request #: 1-7262738

Thomas E. Zutic
1200 Nineteenth Street, NW
Washington, DC 20036

AMERICAN OVERSIGHT 114 NOV 10 2007

Certificate of Registration DKC Document 89-9 Filed 11/19/10 Page 5 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
VA 1-621-867

Effective date of
registration:
August 10, 2007

Title _____

Title of Work: Vault Boy bloody mess
Nature of Work: Digital image

Completion/ Publication _____

Year of Completion: 2007
Date of 1st Publication: July 5, 2007 Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC
Author Created: 2-Dimensional artwork
Work made for hire: Yes
Domiciled in: United States
Anonymous: No Pseudonymous: No

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC
1370 Piccard Drive, Rockville, MD, 20850

Limitation of copyright claim _____

Material excluded from this claim: New version of previously published but unregistered work originally created by Interplay Entertainment Corp. and subsequently assigned to Bethesda Softworks LLC
Previously registered: No

New material included in claim: Entire work representing new configuration

Certification _____

Name: Thomas E. Zotic

Date: August 10, 2007

Registration #: VA0001621867

Service Request #: 1-7258354

Thomas E. Zatic
1200 Nineteenth Street, NW
Washington, DC 20036

Additional Certificate (17 U.S.C. 109)

Certificate of Registration Case # 09-02357-DKC Document 89-9 Filed 11/19/10 Page 8 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
VA 1-621-874

Effective date of
registration:
August 14, 2007

Title _____

Title of Work: Vault Boy bobble head

Nature of Work: Bobble Head Doll

Completion/ Publication _____

Year of Completion: 2007

Date of 1st Publication: June 11, 2007

Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC

Author Created: 3-Dimensional sculpture

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC

1370 Piccard Drive, Rockville, MD, 20850

Limitation of copyright claim _____

Material excluded from this claim: Previously unregistered digital illustration of character created by Interplay Entertainment Corp. and subsequently assigned to Bethesda Softworks LLC

Previously registered: No

New material included in claim: Sculptural representation of character

Certification _____

Name: Thomas E. Zunic

Date: August 13, 2007

Copyright Office notes: Regarding new material included: Characters as such not registrable; registration based on deposited authorship describing, depicting, or embodying the characters. Authority Compendium II 202.02(l).
Regarding material excluded: Characters as such not registrable; registration based on deposited authorship describing, depicting, or embodying the characters. Authority Compendium II 202.02(l).

Registration #: VA0001621874

Service Request #: J-7258122

Thomas E. Zatic
1200 Nineteenth Street, NW
Washington, DC 20036

Additional Certificate (11/19/10)

Certificate of Registration DKC Document 89-9 Filed 11/19/10 Page 11 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
VA 1-621-850

Effective date of
registration:
August 10, 2007

Title _____

Title of Work: Vault Boy hands on hips
Nature of Work: Digital image

Completion/ Publication _____

Year of Completion: 2007
Date of 1st Publication: July 5, 2007 Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC
Author Created: 2-Dimensional artwork
Work made for hire: Yes
Domiciled in: United States
Anonymous: No Pseudonymous: No

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC
1370 Piccard Drive, Rockville, MD, 20850

Limitation of copyright claim _____

Material excluded from this claim: New version of previously published but unregistered work originally created by Interplay Entertainment Corp. and subsequently assigned to Bethesda Softworks LLC
Previously registered: No

New material included in claim: Entire work representing new configuration

Certification _____

Name: Thomas E. Zatic

Date: August 8, 2007

Registration #: VA0001621850

Service Request #: I-7056349

Thomas E. Zucic
1200 Nineteenth Street, NW
Washington, DC 20036

11/19/10 09:23:57 AM (11 U.S.C. 108)

Certificate of Registration Document 89-9 Filed 11/19/10 Page 14 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
VA 1-621-849

Effective date of
registration:

August 10, 2007

Title _____

Title of Work: Vault Boy with thumb up

Nature of Work: Digital image

Completion/ Publication _____

Year of Completion: 2007

Date of 1st Publication: July 5, 2007

Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC

Author Created: 2-Dimensional artwork

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC

1370 Piccard Drive, Rockville, MD, 20850

Limitation of copyright claim _____

Material excluded from this claim: New version of previously published but unregistered work originally created by Interplay Entertainment Corp. and subsequently assigned to Bethesda Softworks LLC

Previously registered: No

New material included in claim: Entire work representing new configuration

Certification _____

Name: Thomas E. Zitic

Date: August 8, 2007

Additional Certificate (17 U.S.C. 700)

Certificate of Registration Case No. 09-cv-02357-DKC Document 89-7 Filed 11/19/10 Page 2 of 6



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number:

VA 1-624-742

Effective date of registration:

August 10, 2007

Title _____

Title of Work: fallout.bethsoft.com website

Nature of Work: 2-dimensional artwork

Completion/ Publication _____

Year of Completion: 2007

Date of 1st Publication: August 2, 2007

Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC

Author Created: 2-Dimensional artwork

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC

1370 Piccard Drive, Rockville, MD, 20850

Limitation of copyright claim _____

Material excluded from this claim: Previously published, unregistered works created by Interplay Entertainment Corp. and subsequently assigned to claimant

Previously registered: No

New material included in claim: Entire work including new versions of previously assigned unregistered works

Certification _____

Name: Thomas E. Zutic

Date: August 8, 2007

Correspondence: Yes

IPN#:

Registration #: VA0001624742

Service Request #: 1-7056312

Thomas E. Zuic
1200 Nineteenth Street, NW
Washington, DC 20036

Additional Certificate (17 U.S.C. 706)

Certificate of Registration Case 8:09-cv-02357-DKC Document 89-7 Filed 11/19/10 Page 5 of 6



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number:

TX 6-812-430

Effective date of registration:

August 10, 2007

Title _____

Title of Work: fallout.bethsoft.com website

Completion/ Publication _____

Year of Completion: 2007

Date of 1st Publication: August 2, 2007

Author _____

Author: Bethesda Softworks LLC

Author Created: Updated and revised text and images and new text and images.

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Anonymous: No

Pseudonymous: No

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC

1370 Piccard Drive, Rockville, MD, 20850

Limitation of copyright claim _____

Material excluded from this claim: Previously published, unregistered works created by Interplay Entertainment Corp. and subsequently assigned to claimant

Previously registered: No

New material included in claim: Entire work including new versions of previously assigned unregistered works

Certification _____

Name: Thomas E. Zunic

Date: August 8, 2007

IPN#:

Registration #: TX0006812430

Service Request #: 1-7056124

Thomas E. Zutic
1200 Nineteenth Street, NW
Washington, DC 20036

Additional Certificate (17 U.S.C. 706)

Certificate of Registration for Copyright Document 89-16 Filed 11/19/98 Page 2 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

FORM PA For a Work of the Performing Arts UNITED STATES COPYRIGHT OFFICE

PA 886-144



EFFECTIVE DATE OF REGISTRATION

3 20 1998

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK

Fallout

PREVIOUS OR ALTERNATIVE TITLES

N/A

NATURE OF THIS WORK

Computer Program including audiovisual material

2

NAME OF AUTHOR

a Interplay Productions

DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution to the work a "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country Citizen of USA Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous? Yes No Yes No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

Entire Computer program including audiovisual material

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b

Was this contribution to the work a "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country Citizen of Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous? Yes No Yes No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

c

Was this contribution to the work a "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country Citizen of Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous? Yes No Yes No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1997

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK Month 10 Day 08 Year 1997 USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Interplay Productions 16815 Von Karman Avenue Irvine Ca 92606

APPLICATION RECEIVED MAR 20 1998 ONE DEPOSIT RECEIVED MAR 20 1998 TWO DEPOSITS RECEIVED FUNDS RECEIVED

See instructions before completing this space.

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

b

MORE ON BACK Complete all applicable spaces (numbers 5-9) on the reverse side of this page. See detailed instructions. Sign the form at line 8.

DO NOT WRITE HERE Page 1 of pages

EXAMINED BY	<u>el</u>	FORM PA
CHECKED BY		
<input type="checkbox"/> CORRESPONDENCE		FOR
Yes		COPYRIGHT
		OFFICE
		USE
		ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

Includes licensed music by the Ink Spots

See instructions before completing this space.

6

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Keven F. Baxter

Interplay Productions

b

16815 Von Karman Avenue

Irvine CA 92606

Area Code and Daytime Telephone Number ▶ 714-553-6655

Fax Number ▶ 714-252-0667

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one ▼

Author

Other copyright claimant

Owner of exclusive right(s)

Authorized agent of Interplay Productions

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

8

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Keven F. Baxter

Date ▶

Handwritten signature (S) ▼

Keven F. Baxter

Mail certificate to:

Certificate will be mailed in window envelope

Name ▼	<u>Keven F. Baxter</u>
Number/Street/Apt ▼	<u>Interplay Productions</u>
City/State/ZIP ▼	<u>16815 Von Karman Avenue</u>
	<u>Irvine CA 92606</u>

* Complete all necessary spaces
* Sign your application in space 8

1. Application form
2. Nonrefundable \$20 filing fee
in check or money order payable to Register of Copyrights
3. Deposit material

Register of Copyrights
Library of Congress
Washington, D.C. 20559-6000

9

*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Additional Certificate (17 U.S.C. 705)

Certificate of Registration DKC Document 89-16 Filed 11/19/10 Page 4 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

FORM PA For a Work of the Performing Arts UNITED STATES COPYRIGHT OFFICE

PA 931-744

EFFECTIVE DATE OF REGISTRATION

3 1 99

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK

Fallout 2: A Post Nuclear Role Playing Game

PREVIOUS OR ALTERNATIVE TITLES

N/A

NATURE OF THIS WORK See Instructions

Computer program including audiovisual material.

2

NAME OF AUTHOR

a Interplay Entertainment Corp.

DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution to the work a "work made for hire"? X Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of USA Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymosity? Pseudonymosity?

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee... For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer for other person for whom the work was prepared as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

Entire computer program including audiovisual material.

NAME OF AUTHOR

b Was this contribution to the work a "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of Domiciled in

DATES OF BIRTH AND DEATH Year Born Year Died

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymosity? Pseudonymosity?

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

NAME OF AUTHOR

c Was this contribution to the work a "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of Domiciled in

DATES OF BIRTH AND DEATH Year Born Year Died

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymosity? Pseudonymosity?

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

3

a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1998

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK Month Day Year 1998 USA

4

a COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. Interplay Entertainment Corp. 16815 Von Karman Ave. Irvine CA 92606

APPLICATION RECEIVED MAR 01 1999 ONE DEPOSIT RECEIVED MAR 01 1999 TWO DEPOSITS RECEIVED FUNDS RECEIVED

b TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

MORE ON BACK

Complete all applicable spaces (numbers 5-9) on the reverse side of this page. See detailed instructions. Sign the form at line 5.

DO NOT WRITE HERE

Page 1 of 2 pages

EXAMINED BY	FORM PA
CHECKED BY	
<input type="checkbox"/> CORRESPONDENCE	FOR
Yes	COPYRIGHT
	OFFICE
	USE
	ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

- a. This is the first published edition of a work previously registered in unpublished form.
- b. This is the first application submitted by this author as copyright claimant.
- c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼
PA-886-144 1998

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

Fallout computer program; licensed song entitled "A Kiss to Build a Dream On" by
Loui Armstrong.

6

See instructions before completing this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

New computer code and audiovisual material (New movies, art, storyline, puzzles, and
quests.)

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Phil Terzian
Interplay Entertainment Corp.
b16815 Von Karman Ave
Irvine CA 92606

Area Code and Daytime Telephone Number ▶ (949) 553-6655

Fax Number ▶ (949) 252-0667

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one ▼

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of

Interplay Entertainment Corp.

Name of author, or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Christopher J. Kilpatrick

Date ▼

2/25/99

Handwritten signature (X) ▼

Mail certificate to:

Certificate will be mailed in window envelope

Name ▼	Phil Terzian
Number/Street/Apt ▼	Interplay Entertainment Corp.
City/State/ZIP ▼	16815 Von Karman Ave
	Irvine CA 92606

• Complete all necessary spaces
• Sign your application in space 6

- 1. Application form
- 2. Nonrefundable \$20 filing fee in check or money order payable to Register of Copyrights
- 3. Deposit material

Register of Copyrights
Library of Congress
Washington, D.C. 20559-6000

9

*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

SIUUIIUIHDI UUIIUIIUIIUII (11 0000 100)

Certificate of Registration Document 89-16 Filed 11/19/10 Page 6 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number:

PA 1-617-151

Effective date of registration:

December 15, 2008

Title _____

Title of Work: Fallout 3 for PC

Completion/ Publication _____

Year of Completion: 2008

Date of 1st Publication: October 28, 2008

Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC

Author Created: text, computer program, artwork, audiovisual material

Work made for hire: Yes

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC

1370 PICCARD DRIVE, Suite 120, Rockville, MD 20850 United States

Certification _____

Name: Thomas E. Zutic

Date: December 11, 2008

Correspondence: Yes

IPN#:

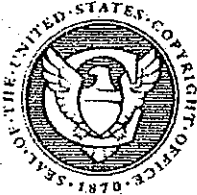
Registration #: PA0001617151

Service Request #: 1-127676792

DLA Piper LLP (US)
Thomas E. Zutic
500 Eighth Street, NW
Washington, DC 20004

Additional Certificate (17 U.S.C. 705)

Certificate of Registration Case 89-cv-02357-DKC Document 89-16 Filed 11/19/10 Page 8 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number:

PA 1-617-142

Effective date of registration:

December 15, 2008

Title _____

Title of Work: Fallout 3 for Playstation 3

Completion/ Publication _____

Year of Completion: 2008

Date of 1st Publication: October 28, 2008

Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC

Author Created: text, computer program, artwork, audiovisual material

Work made for hire: Yes

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC

1370 PICCARD DRIVE, Suite 120, Rockville, MD 20850 United States

Certification _____

Name: Thomas E. Zutic

Date: December 11, 2008

IPN#:

Registration #: PA0001617142

Service Request #: 1-127977192

DLA Piper LLP (US)
Thomas E. Zutic
500 Eighth Street, NW
Washington, DC 20004

Additional Certificate (17 U.S.C. 106)

Certificate of Registration Case No. 02857-DKC Document 89-16 Filed 11/19/10 Page 10 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number:

PA 1-617-156

Effective date of registration:

December 15, 2008

Title _____

Title of Work: Fallout 3 for Xbox

Completion/ Publication _____

Year of Completion: 2008

Date of 1st Publication: October 28, 2008

Nation of 1st Publication: United States

Author _____

Author: Bethesda Softworks LLC

Author Created: text, computer program, artwork, audiovisual material

Work made for hire: Yes

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Bethesda Softworks LLC

1370 PICCARD DRIVE, Suite 120, Rockville, MD 20850 United States

Certification _____

Name: Thomas E. Zutic

Date: December 11, 2008

Correspondence: Yes

IPN#:

Registration #: PA0001617156

Service Request #: 1-141926282

DLA Piper LLP (US)
Thomas E. Zutic
500 Eighth Street, NW
Washington, DC 20004

REGISTRATION CERTIFICATE (17 U.S.C. 705)

Certificate of Registration Case # 89-16 Document 89-16 Filed 11/19/10 Page 12 of 15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Form VA For a Work of the Visual Arts

VA 1-419-472



EFFECTIVE DATE OF REGISTRATION

7-9-07

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work

NATURE OF THIS WORK

prepare for the future FALLOUT 3

poster

Previous or Alternative Titles

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Pages

NAME OF AUTHOR

Bethesda Softworks, LLC

DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution in the work a "work made for hire"? Yes No

Author's Nationality or Domicile Name of Country OR Citizen of Domiciled in United States

Was This Author's Contribution to the Work Anonymous? Pseudonymous? Yes No

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee... See instructions before completing this space.

Nature of Authorship: Check appropriate box(es). See instructions

- 3-Dimensional sculpture, 2-Dimensional artwork, Reproduction of work of art, Map, Photograph, Jewelry design, Technical drawing, Text, Architectural work

Name of Author

Dates of Birth and Death Year Born Year Died

Was this contribution in the work a "work made for hire"? Yes No

Author's Nationality or Domicile Name of Country OR Citizen of Domiciled in

Was This Author's Contribution to the Work Anonymous? Pseudonymous? Yes No

Nature of Authorship: Check appropriate box(es). See instructions

- 3-Dimensional sculpture, 2-Dimensional artwork, Reproduction of work of art, Map, Photograph, Jewelry design, Technical drawing, Text, Architectural work

Year in Which Creation of This Work Was Completed 2006

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Month MAY Day 10 Year 2006 United States

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Bethesda Softworks, LLC 1370 Piccard Drive, Rockville, MD 20850

See instructions before completing this space.

Transfer: If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED


TWO DEPOSITS RECEIVED

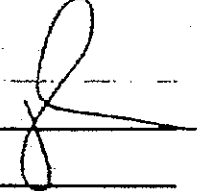
FUNDS RECEIVED

JUL 09 2007

MORE ON BACK Complete all applicable spaces (numbers 5-8) on the reverse side of this page. See detailed instructions. Sign the form at line 8.

DO NOT WRITE HERE Page 1 of 2 pages

EXAMINED BY  FORM VA

CHECKED BY 

CORRESPONDENCE FOR COPY-
Yes OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number

Year of Registration

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

Elements of poster taken from previous versions of FALLOUT video game.

See instructions below completing this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

Entire work excluding preexisting material

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name

Account Number

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip

Thomas E. Zutic
DLA Piper US LLP, 1200 Nineteenth Street, NW, Washington, DC 20036

Area code and daytime telephone number (202) 861-3900

Fax number (202) 223-2085

Email dctrademarks@dlapiper.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one

author

other copyright claimant

owner of exclusive right(s)

authorized agent of Bethesda Softworks, LLC

Name of author or other copyright claimant, or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

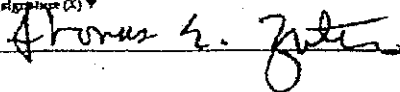
Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Thomas E. Zutic

Date 7/9/2007

Handwritten signature (X)

X



Certificate will be mailed in window envelope to this address:

Name
Thomas E. Zutic

Number/Street/Apt
1200 Nineteenth Street, NW

City/State/Zip
Washington, DC 20036

NEEDS
Complete all necessary sections
Sign your application in space 8

SEND TO ELEMENTS IN THE SAME ENVELOPE

- Application form
- Nonrefundable filing fee in check or money order payable to Register of Copyrights
- Deposit material

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20540-9000

17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Registration #: VA0001621849

Service Request #: 1-7056257

Thomas E. Zutic
1200 Nineteenth Street NW
Washington, DC 20036

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge John F. Walter and the assigned discovery Magistrate Judge is Charles Eick.

The case number on all documents filed with the Court should read as follows:

CV11- 7534 JFW (Ex)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Terry W. Bird - SBN 49038
Bird, Marella, Boxer, Wolpert, Nessim, Drooks
& Lincenberg, P.C.
1875 Century Park East, 23rd Floor
Los Angeles, CA 90067
Tel: (310) 201-2100 Fax: (310) 201-2110

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BETHESDA SOFTWORKS LLC,

PLAINTIFF(S)

v.

MASTHEAD STUDIOS LTD.,

DEFENDANT(S).

CASE NUMBER

LACV11-7534 JFW(Ex)

SUMMONS

TO: DEFENDANT(S): MASTHEAD STUDIOS LTD.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Terry W. Bird, whose address is 1875 Century Park East, 23rd Floor, Los Angeles, CA 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: SEP 13 2011

By: SUSANA P. BUSTAMANTE
Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) BETHESDA SOFTWARES LLC	DEFENDANTS MASTHEAD STUDIOS LTD.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Terry W. Bird - SBN 49038 Bird, Marella, Boxer, Wolpert, et al. 1875 Century Park East 23rd Floor Los Angeles, CA 90067 (310) 201-2100	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> </thead> <tbody> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Incorporated or Principal Place of Business in this State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Foreign Nation</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated or Principal Place of Business in this State	<input type="checkbox"/>	<input type="checkbox"/>	Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/>	<input type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated or Principal Place of Business in this State	<input type="checkbox"/>	<input type="checkbox"/>																				
Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/>	<input type="checkbox"/>																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>																				

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
---	---	--	---	---	--	---

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$ to be proven at trial

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Action for injunctive and other relief authorized under the Copyright Act (17 U.S.C. §501, et seq.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce/ICC Rates/etc 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 810 Selective Service 850 Securities/Commodities/Exchange 875 Customer Challenge 12 USC 3410 890 Other Statutory Actions 891 Agricultural Act 892 Economic Stabilization Act 893 Environmental Matters 894 Energy Allocation Act 895 Freedom of Info. Act 900 Appeal of Fee Determination Under Equal Access to Justice 950 Constitutionality of State Statutes	CONTRACT 110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loan (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	TORTS PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Fed. Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury-Med Malpractice 365 Personal Injury-Product Liability 368 Asbestos Personal Injury Product Liability IMMIGRATION 462 Naturalization Application 463 Habeas Corpus-Alien Detainee 465 Other Immigration Actions	TORTS PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability BANKRUPTCY 422 Appeal 28 USC 158 423 Withdrawal 28 USC 157 CIVIL RIGHTS 441 Voting 442 Employment 443 Housing/Accommodations 444 Welfare 445 American with Disabilities - Employment 446 American with Disabilities - Other 440 Other Civil Rights	PRISONER PETITIONS 510 Motions to Vacate Sentence Habeas Corpus 530 General 535 Death Penalty 540 Mandamus/Other 550 Civil Rights 555 Prison Condition FORFEITURE/PENALTY 610 Agriculture 620 Other Food & Drug 625 Drug Related Seizure of Property 21 USC 881 630 Liquor Laws 640 R.R. & Truck 650 Airline Regs 660 Occupational Safety/Health 690 Other	LABOR 710 Fair Labor Standards Act 720 Labor/Mgmt Relations 730 Labor/Mgmt Reporting & Disclosure Act 740 Railway Labor Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS X 820 Copyrights 830 Patent 840 Trademark SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS - Third Party 26 USC 7609
---	--	---	--	---	---

FOR OFFICE USE ONLY: Case Number: **LACV11-7534**
 AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District: California County outside of this District: State if other than California; or Foreign Country, in which EACH named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Maryland

(b) List the County in this District: California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Bulgaria

(c) List the County in this District: California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Terry W. Bird Date September 13, 2011
 Terry W. Bird

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969 (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))