

EXHIBIT A
WORK ORDER

Date: December 7, 2011

Work Order #: 1

Contractor: Karl Jeffrey Preusser

Address: 468 E. Cypress Avenue, #104, Burbank, CA 91501

Telephone: (818) 260-9976

Email address: kpreusser@earthlink.net

THIS WORK ORDER SHALL BE DEEMED A PART OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN 38 STUDIOS, LLC ("COMPANY") AND KARL JEFFREY PREUSSER (THE "CONTRACTOR") DATED DECEMBER 7, 2011 (THE "AGREEMENT") AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. ANY TERM USED IN THIS WORK ORDER BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO SUCH TERM IN THE AGREEMENT IF DEFINED THEREIN. TO THE EXTENT THERE IS A CONFLICT BETWEEN THE TERMS OF THIS WORK ORDER AND THE AGREEMENT, THE TERMS OF THIS WORK ORDER SHALL CONTROL.

Services. Contactor shall provide the following Services: Music Arrangement and Orchestral Session Direction, Music Composition, Midi Sequencing, Music Recording - Soloists, Music Notation and Copy for Orchestra, Orchestration, Mastering, Live Orchestra Mastering, Delivery of Recordings and Session Files. Contractor acknowledges and agrees that Contractor's Services hereunder are not subject to any collective bargaining agreements.

Deliverable Items. Contractor shall complete and deliver the following Deliverable Items by the following delivery dates and shall be paid the compensation amounts indicated:

#	Deliverable Item	Details	Delivery Date	Compensation Amount
1.	Project Start	Start original music composition and sequencing using virtual instruments and real instrument soloists. Begin the arrangement and orchestrations for the various Main Theme variations for Kingdoms of Amalur. Complete orchestral orchestration and arrangement suitable for play by a live orchestra, material will primarily be based on existing Kingdoms of Amalur music tracks but may contain original composition as needed.	12/8/11	\$5,000
2.	Theme (1st Pass), Original Music (30 Mins)	First pass Main Theme arrangement and orchestration for the Main Theme and delivery of a virtual instrument/midi mockup as a stereo 48k .wav file. Orchestration and arrangement must be suitable for play by a live orchestra, material will primarily be based on existing Kingdoms of Amalur music tracks but may contain original composition as needed. 30 minutes (15 music tracks - 2 minutes each) of original music composition tracks using a combination of virtual instruments and real soloists. Original music composition must be based on existing themes and styles in Kingdoms of Amalur. Files must be delivered mixed and mastered in 48k Stereo .wav format. Session files must be delivered as well. During Music Composition and sequencing it may be desired that instrument soloists perform to make the track more realistic. Contractor will facilitate obtaining instrumental/vocal soloists to record in his studio as needed.	1/12/12	\$5,000

3.	Theme (Final), Original Music (30 Mins)	<p>Final pass Main Theme music arrangements and orchestration (with a midi sample of the piece), notation and copy for the first 25 minutes of music to be played by the orchestra including the Main Theme. Orchestration and arrangement must be suitable for play by a live orchestra, material will primarily be based on existing Kingdoms of Amalur music tracks but may contain original composition as needed.</p> <p>Music will be completely notated in the traditional and expected format for live orchestra performance. All parts will be correct and ready to play for all required instruments. One printed copy of all parts and the conductor's score will be delivered to 38 Studios. Contractor will ensure that the orchestra and or soloists have the printed sheet music to perform/conduct their part.</p> <p>30 Minutes (15 music tracks - 2 minutes each) of original music composition tracks using a combination of virtual instruments and real soloists. Original music composition must be based on existing themes and styles in Kingdoms of Amalur. Files must be delivered mixed and mastered in 48k Stereo .wav format. Session files must be delivered as well. During Music Composition and sequencing it may be desired that instrument soloists perform to make the track more realistic. Contractor will facilitate obtaining instrumental/vocal soloists to record in his studio as needed.</p>	2/6/12	\$10,000
4.	Original Music (30 Mins), Music Arrangements	<p>30 Minutes (15 music tracks - 2 minutes each) of original music composition tracks using a combination of virtual instruments and real soloists. Original music composition must be based on existing themes and styles in Kingdoms of Amalur. Files must be delivered mixed and mastered in 48k Stereo .wav format. Session files must be delivered as well. During Music Composition and sequencing it may be desired that instrument soloists perform to make the track more realistic. Contractor will facilitate obtaining instrumental/vocal soloists to record in his studio as needed.</p> <p>Music Arrangements, notation and copy for the remaining 20 minutes of music to be played by the orchestra. Orchestration and arrangement must be suitable for play by a live orchestra, material will primarily be based on existing Kingdoms of Amalur music tracks but may contain original composition as needed.</p> <p>Music will be completely notated in the traditional and expected format for live orchestra performance. All parts will be correct and ready to play for all required instruments. One printed copy of all parts and the conductor's score will be delivered to 38 Studios. Contractor will ensure that the orchestra and or soloists have the printed sheet music to perform/conduct their part.</p>	3/2/12	\$10,000
5.	Arrangements (Final), Orchestrations (Final), Orchestra Session Direction	<p>Final versions of all arrangements and orchestration (including edits and rework) of all orchestral music to be played by orchestra. Orchestration and arrangement must be suitable for play by a live orchestra, material will primarily be based on existing Kingdoms of Amalur music tracks but may contain original composition as needed.</p> <p>Music will be completely notated in the traditional and expected format for live orchestra performance. All parts will be correct and ready to play for all required instruments. One printed copy of all parts and the conductor's score will be delivered to 38 Studios. Contractor will ensure that the orchestra and or soloists have the printed sheet music to perform/conduct their part.</p> <p>Commencement of Orchestral Mixing sessions.</p>	4/9/12	\$10,000

6.	Original Music (30 Mins), Complete Mixed Orchestra (45 Mins)	30 Minutes (15 music tracks - 2 minutes each) of Original Composition, Original music composition must be based on existing themes and styles in Kingdoms of Amalur. Files must be delivered mixed and mastered in 48k Stereo .wav format. Session files must be delivered as well. During Music Composition and sequencing it may be desired that instrument soloists perform to make the track more realistic. Contractor will facilitate obtaining instrumental/vocal soloists to record in his studio as needed. Delivery of Professional Orchestral Mixing and Mastering for the 45 minutes of orchestral music that was performed by a live orchestra. Final versions of the music should be delivered at 48k Stereo and be ready for inclusion on a music CD with no additional mastering required. The mixing and mastering sessions should also be delivered to 38 Studios. Completion of the preparation and directing of the orchestra recording session(s).	5/4/12	\$5,000
7.	Original Music (1 Hour)	1 Hours (30 music tracks - 2 minutes each) additional music. Original music composition must be based on existing themes and styles in Kingdoms of Amalur. Files must be delivered mixed and mastered in 48k Stereo .wav format. Session files must be delivered as well. During Music Composition and sequencing it may be desired that instrument soloists perform to make the track more realistic. Contractor will facilitate obtaining instrumental/vocal soloists to record in his studio as needed.	6/4/12	\$8,000
8.	Original Music (1 Hour)	1 Hours (30 music tracks - 2 minutes each) additional music. Original music composition must be based on existing themes and styles in Kingdoms of Amalur. Files must be delivered mixed and mastered in 48k Stereo .wav format. Session files must be delivered as well. During Music Composition and sequencing it may be desired that instrument soloists perform to make the track more realistic. Contractor will facilitate obtaining instrumental/vocal soloists to record in his studio as needed.	7/6/12	\$7,000

Changes. Contractor acknowledges that the Deliverable Items set forth above are subject to change at Company's sole discretion and Contractor shall not be entitled to any additional compensation in connection with any such change unless such change materially increases the amount of deliverable material that would otherwise have been required by Contractor hereunder, in which case the parties will discuss in good faith appropriate compensation for such changes.

Credit. Provided that Contractor completes and Company accepts all of the Deliverable Items set forth above, then Contractor will be credited in the Game in substantially the form of "Music Composition and Orchestration." If Contractor completes and Company accepts Deliverable Items 1-6 above, but Company does not require or does not accept Deliverable Items 7 and 8, then Contractor will be credited in the Game in substantially the form of "Additional Music Composition and Orchestration." Either such credit may be shared with other individuals at Company's sole discretion. The placement and parameters of either such credit will be at Company's sole discretion. Company's inadvertent failure to accord such credit or any third party's failure to accord such credit will not be deemed a breach of the Agreement.

Advertising and Publicity. Company will have the right, but not the obligation, to use Contractor's name, voice, likeness and/or biography in connection with the advertising, marketing and publicity for the Game. If requested by Company, Contractor agrees to perform

reasonable publicity services in connection with the Game subject to Contractor's professional availability with no additional compensation payable to Contractor in connection with such publicity services.

Indemnity. Notwithstanding anything to the contrary contained in the Agreement, with respect to claims for which Contractor is required to provide indemnification to Company under the Agreement, Company will have sole control of the defense of such claim and the right to enter into any settlement of such claim without the prior approval of Contractor.

AUTHORIZED BY:

38 Studios, LLC



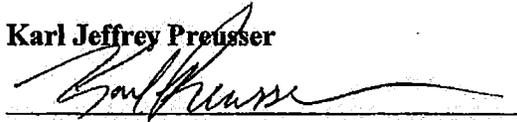
Name: William C. Thomas

Title: President

Date: 12/8/11

ACKNOWLEDGED AND AGREED TO BY:

Karl Jeffrey Preusser



Name: Karl Preusser

Title: Composer / Orchestrator

Date: 12/7/11

EXHIBIT B
ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios, LLC (“**Company**”) pursuant to the Work For Hire Outsourcing Agreement between Karl Jeffrey Preusser (“**Contractor**”), by which I am employed, and Company, dated as of December 7, 2011. In consideration of the compensation paid to me and promised to me by Contractor, I hereby agree as follows:

1. **Assignment.** I hereby assign and transfer, and agree to assign and transfer, all of my rights in the results and proceeds of the services that I perform for Company, and in all related intellectual property rights, to Company. At Company’s request during and after my work with Company, I will assist and cooperate with Company in all respects, will execute documents, and (at Company’s expense and subject to my reasonable availability) will give testimony and take further acts requested to acquire, perfect, transfer, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the results and proceeds of the services I perform, including without limitation filing of a copy of this Agreement with the appropriate government agency. I hereby appoint Company as my attorneys-in-fact to execute documents on my behalf for this purpose. For purposes of this subsection, “**Moral Rights**” means any rights of paternity or integrity, any right to claim authorship in the results and proceeds of the services I perform, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the results and proceeds of the services I perform, whether or not such would be prejudicial to my honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a “moral” right. I hereby irrevocably transfer and assign to Company any and all Moral Rights that I may have in the results and proceeds of the services I perform. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in the results and proceeds of the services I perform, even after termination of my work on behalf of Company.

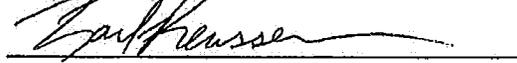
2. **Confidential Information.** My work for Company creates a relationship of trust and confidence between Company and me. During and after my work with Company, I will not use or disclose, or allow anyone else to use or disclose any confidential information relating to Company or its suppliers or customers except as may be necessary in the performance of my work, or as may be authorized in advance by Company. Confidential information includes the services I perform, the work being done by Company, and any information I have reason to believe Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. I have kept and will keep confidential information secret whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that becomes known to the public generally through no fault or breach of mine or that Company regularly gives to third parties without restriction on disclosure. I have not and will not use in connection with my work for Company any confidential information of any party other than Company.

3 **Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any disputes under this Agreement may be brought only in the state or federal courts located in the State of Rhode Island, and both parties hereby consent to the

exclusive personal and subject matter jurisdiction and venue of these courts.

4. Employer. I acknowledge and agree that I am an employee of Contractor and not Company and that I shall not be entitled to the payment of any wages or any benefits whatsoever from Company.

AGREED TO BY:



Name: Karl Preusser

Date: 12/7/11

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "Agreement") is entered into on this May 16, 2011 (the "Effective Date") by and between:

38 Studios, LLC, a Delaware limited liability company with offices at 1 Empire Plaza, Providence, RI 02903 ("Company"); and

Edwin Rosell, an individual contractor with an address of 13797 Via Tres Vistas, San Diego, CA 92129 (the "Contractor," and together with Company, the "Parties" and each a "Party").

WHEREAS, Company is in the business of developing video games and possesses the Intellectual Property rights related to the video game known as Copernicus (the "Game"); and

WHEREAS, Contractor is engaged in the business of developing content for, or otherwise performing services in connection with the development of, video games; and

WHEREAS, Company and Contractor wish to enter into an agreement pursuant to which Contractor produces content for, or performs services in connection with the development of, the Game, in each case as a "work made for hire."

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below:

1. SERVICES AND DELIVERABLE ITEMS

1.01 Work Orders. Contractor hereby agrees to provide the services (the "Services") and develop and deliver the deliverable items (the "Deliverable Items") as are mutually agreed by the Parties from time to time, which Services, Deliverable Items, the dates/deadlines for their performance and delivery, and the compensation to be paid by Company therefore (along with any other relevant terms or conditions), will be set forth in one or more work orders on the form attached hereto as **Exhibit A**, or on any other form as Company may determine, created by Company and accepted by Contractor from time to time ("Work Orders").

1.02 Designated Team. Within five (5) business days of receipt of the initial Work Order from Company, Contractor shall (i) designate an appropriate number of employees to provide the Services and develop the Deliverable Items that are specified in such Work Order, and (ii) provide Company with a name list of the employee members of such designated team (the "Designated Team"). Once the Designated Team has been established, Contractor agrees not to change members of the Designated Team during the Term (as defined below) of this Agreement, without the express written consent of Company, such consent not to be unreasonably withheld.

1.03 Acceptance of Services and Deliverable Items. Unless otherwise set forth in any Work Order, after completion of any Service and delivery of any Deliverable Item by a means acceptable to Company, Company will have thirty (30) business days to examine and test the Deliverable Item to determine whether such Deliverable Item conforms to the specifications set forth in the relevant Work Order and whether such Deliverable Item is, in Company's sole judgment, appropriate for the intended purpose of Company. Company will notify Contractor of its acceptance or rejection of the Deliverable Item and, in the case of any rejection, will provide Contractor with a list of deficiencies in the Deliverable Item. If Company fails to notify Contractor of acceptance or rejection within such period, Contractor may request a written acceptance or rejection. If Company does not provide such written acceptance or rejection by no later than ten (10) business days after Contractor's request, then the Deliverable Item will be deemed rejected. In the case of a rejection that includes a list of deficiencies, Contractor will use best efforts to correct the

deficiencies and will resubmit the Deliverable Item, as corrected, within five (5) business days of such rejection or within such other time period as the Parties may agree. Any work done by Contractor for the correction of deficiencies in preparation to resubmit a Deliverable Item to Company shall not require any additional compensation from Company and shall not be credited toward the Man-Month (as defined in Work Order) obligations of Contractor in any Work Order. This procedure will iterate until Company either accepts the Deliverable Item or elects to complete the Deliverable Item itself or have such items completed by others.

1.04 (Intentionally Omitted)

1.05 Communication. During the Term of this Agreement, Contractor shall (i) keep Company fully informed with respect to the progress in providing the Services and developing the Deliverable Items and (ii) give Company direct access to openly speak or otherwise communicate with members of the Designated Team with respect to the progress regarding provision of the Services and development of the Deliverable Items, provided that such access shall not unreasonably interfere with provision of the Services or completion of the Deliverable Items.

1.06 Notice of Noncompliance. During the Term of this Agreement, Contractor shall notify Company immediately in the event that Contractor has reason to believe that any Service or any Deliverable Item is likely to not be completed or delivered in compliance with the deadlines or other specifications contained in the relevant Work Order. Notice of such probable noncompliance shall not, however, relieve Contractor of any liability incurred due to the breach of any terms of this Agreement or any Work Order issued pursuant hereto.

2. COMPENSATION

2.01 Amount of Payments. Company agrees to pay Contractor the sums set forth in the various Work Orders within thirty days of the date upon which Company receives an invoice for such sums, provided that no invoice shall be issued with respect to any sum prior to the due date therefore in accordance with the relevant Work Order and, provided, further, that no invoice related to a Deliverable Item shall be due and payable until Company has accepted such Deliverable Item in accordance with Section 1.03. Contractor shall not be entitled to any compensation, other than the sums set forth in the various Work Orders, in connection with the use and exploitation of the Services, the Deliverable Items and the various rights granted, transferred and assigned to Company under this Agreement.

3. OWNERSHIP

3.01 General. Company shall own all right, title and interest in and to each Deliverable Item and the results and proceeds of the Services, including, without limitation, all elements or constituent parts thereof and all copyrights and renewals and extensions of copyrights therein and thereto, from the time of their creation by Contractor, without regard to whether such Services or Deliverable Item have been accepted by Company. Contractor acknowledges and agrees that the Deliverable Items and the results and proceeds of the Services have been ordered or commissioned for use as part of an audio visual work and shall be considered a work made for hire and that Company shall be the sole and exclusive owner thereof and of any and all copyrights and extensions or renewals thereof, and any trademarks and other intellectual property rights therein. Company shall have the exclusive right forever throughout the universe to change, adapt, modify, use, combine with other material, create derivative works, sue for infringement and misappropriation, and otherwise exploit the Deliverable Items and the results and proceeds of the Services in all media and by any manner or media, whether now known or hereafter invented or discovered.

3.02 Assignment. Notwithstanding anything to the contrary in this Agreement, to the extent that ownership in any Deliverable Item does not, or the results and proceeds of any Service or any part thereof do not, vest in Company as a work made for hire, Contractor hereby assigns and transfers in whole to Company all right, title and interest in and to such Deliverable Item and the results and proceeds of such Service, including, without limitation, all copyrights and renewals and extensions of copyrights therein.

3.03 Moral Rights. For purposes of this subsection, “Moral Rights” means any rights of paternity or integrity, any right to claim authorship of the Deliverable Items or any results or proceeds of the Services, any right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Deliverable Item or any results or proceeds of the Services, whether or not such would be prejudicial to Contractor's honor or reputation, and any similar rights existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral” right. Contractor hereby irrevocably transfers and assigns to Company any and all Moral Rights that it may have in each Deliverable Item and in the results and proceeds of the Services. Contractor also hereby forever waives and agrees never to assert any and all Moral Rights it may have in any Deliverable Item or in the results or proceeds of any Service, even after termination of Contractor's work on behalf of Company or under this Agreement.

3.04 Employees. Contractor agrees to require that all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), will, prior to the receipt of any Confidential Information of Company, execute an agreement substantially in the form attached hereto as Exhibit B, or in such other form as Contractor may choose, provided that such form is at least as protective of the rights of Company as the form attached hereto (the “Assignment and Confidentiality Agreement”). Contractor shall gather and maintain records of the executed Assignment and Confidentiality Agreements and, upon the request of Company, shall promptly delivery such agreements to Company.

3.05 Protection of Intellectual Property Rights. Contractor will cooperate with Company, at Company's expense, in obtaining patent, copyright, trademark or other statutory protections for each Deliverable Item, and for any of the results or proceeds of the Services, in each country in which one or more is (or is expected to be) sold, distributed or licensed and in taking any enforcement action, including any public or private prosecution, to protect Company's intellectual property rights in or to each Deliverable Item and in the results and proceeds of the Services. Contractor hereby grants Company the exclusive right, and appoints Company as attorney-in-fact, to execute and prosecute in Company's name as author or inventor or in Company's name as assignee any application for registration or recordation of any copyright, trademark, patent or other right in or to any Deliverable Item, and in or to any results and proceeds of the Services, and to undertake any enforcement action with respect to any Deliverable Item. Contractor will execute such other documents of registration and recordation as may be necessary to perfect in Company, or protect, the rights assigned to Company hereunder in each country in which Company reasonably determines such action to be prudent.

3.06 Subcontractors. Contractor shall not use any subcontractors in connection with the development and delivery of any Deliverable Item or the performance of any Service hereunder without the prior express written permission of Company. Contractor understands that any such permission shall be conditioned upon: (i) receipt by Company of a proposed subcontractor agreement in English that is at least as protective of the rights of Company, the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Secured Parties.

3.07 Security Interest. Without limiting the rights or privileges of Company in the Deliverable Items and the results and proceeds of the Services, Contractor acknowledges that Company shall be entitled to pledge the Deliverable Items, the results and proceeds of the Services and this Agreement as security for a loan and completion bond in connection with funding of development, production and distribution of the Game.

4. MATERIALS PROVIDED BY COMPANY

4.01 Limited License of Materials. To assist Contractor in providing the Services and developing the Deliverable Item, Company may from time to time provide Contractor with certain materials, including intellectual property developed by Company for use in the Game, provided that such intellectual property shall not include any third party software, which if applicable shall be the subject of a separate sublicense agreement (the “Company Materials”). Company grants to Contractor a limited, personal, non-exclusive, revocable, royalty-free, non-assignable, non-transferable and non-sublicensable (except as provided for

herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the Company Materials solely for the purpose of providing the Services and development of the Deliverable Items pursuant to the terms of this Agreement and for no other purposes (the "Materials License"). Contractor shall obtain no rights to any Company Materials except for the limited right to use the same in providing the Services and developing the Deliverable Items as provided herein. The Materials License shall terminate upon the earliest of (i) revocation or termination by the Company, (ii) the completion or termination of all Work Orders and (iii) the completion of the Game.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall return to Company all Company Materials and any other materials provided to Contractor hereunder or any part thereof as requested by Company.

5. CONFIDENTIALITY

5.01 Definitions.

(a) "Confidential Information" means Confidential Information of Contractor and Confidential Information of Company, except to the extent any of the following may be included therein: (i) information that becomes known to the general public without breach of the nondisclosure obligations of this Agreement, (ii) information that is obtained from a third party or independently developed (as evidenced by written records) without breach of a nondisclosure or non-use obligation and without restriction on disclosure, and (iii) information that is required by law to be disclosed in connection with any suit, action or other dispute related to this Agreement.

(b) "Confidential Information of Company" means: (i) any information concerning the existing or future products of Company, (ii) the Deliverable Items and the results and proceeds of the Services, (iii) the Company Materials and any other materials provided to Contractor by Company in order to assist Contractor in performing the Services and developing the Deliverable Items, (iv) any additional information designated in writing as "confidential" by Company or its affiliates; and (v) any information which would reasonably be expected to be confidential and/or proprietary to Company.

(c) "Confidential Information of Contractor" means any information designated in writing as "confidential" by Contractor, excluding the Confidential Information of Company.

5.02 Protection of Confidential Information. Each Party agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information of the other Party and to use at least the same degree of care that it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care, to prevent the unauthorized disclosure or use of the other Party's Confidential Information, both during and after the Term of this Agreement. Either Party may, however, disclose Confidential Information to: (i) such Party's employees to the extent necessary to fulfill obligations under this Agreement, and (ii) constituents of such Party (e.g. board of directors, stockholders, current or potential investors, legal counsel, accountants and other advisors) who are bound by confidentiality restrictions or have a fiduciary or ethical obligations to maintain the confidentiality of such information. In addition, Company may disclose Confidential Information to the the Secured Parties (as defined below).

6. REPRESENTATIONS AND WARRANTIES

6.01 Contractor Representations. Contractor makes the following representations and warranties to Company:

(a) Contractor has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Company.

(b) This Agreement has been duly authorized by Contractor and, when executed by the Parties, will constitute a valid and legally binding agreement of Contractor, enforceable in accordance with its terms.

(c) Compliance by Contractor with all of the provisions of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under, any agreement or instrument to which Contractor is a party. Contractor will not enter into any agreement that conflicts with any of the terms and conditions of this Agreement during the Term of this Agreement.

(d) Except for the Company Materials with respect to which Contractor makes no representation, the Services and each of the Deliverable Items (i) will be the result of solely the original work of Contractor, (ii) do not and will not infringe upon or misappropriate any copyright, trademark, trade secret, moral right, privacy right or right of publicity of any third party, and (iii) to the best of Contractor's knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.

(e) Contractor is the sole and exclusive owner of its contributions to the Deliverable Items, and to the results and proceeds of the Services, subject only to the rights of Company and the Secured Parties.

(f) Contractor has not previously granted and will not grant any rights in its contributions to the Deliverable Items or the results and proceeds of the Services to any third party.

(g) The Services will be performed in accordance with, and the Deliverable Items will conform to, all applicable laws and regulations as well as the highest professional standards of the industry and shall not contain any viruses, Easter Eggs, deliberate crash bugs, pornographic material or similar content (as such terms or similar terms are customarily understood in the interactive entertainment industry).

(h) Contractor shall be solely responsible for any hardware, network devices and other equipment ("Hardware") and any software programs and tools ("Software") necessary to perform the Services and create the Deliverable Items, other than any such materials that Company provides to Contractor pursuant to Section 4 hereof or pursuant to a separate sublicense agreement. The Hardware and Software shall conform to any minimum requirements set forth in the applicable Work Order or as otherwise specified by Company or, if no requirements are so specified, the highest professional standards for the industry prevailing at the time. Consultant represents and warrants that all Hardware and Software used by Consultant shall be properly licensed at all times from the applicable owner.

(i) Except as explicitly set forth in the applicable Work Order or as expressly approved in writing by Company, Contractor has not and will not incorporate into any Software or Deliverable Item any undisclosed (i) non-playable, "locked-out," or otherwise hidden, content, or (ii) development tools or bugs that would cause any of the foregoing content to become available through game play by the use of hacks or unlock codes, (iii) intellectual property, software, copyrighted works or other material owned by any third party, including without limitation, any "open source" software, "shareware," "freeware" or similar software. Contractor hereby agrees not to add any additional undisclosed content to any Software or Deliverable Item or game build following its review and rating by the Entertainment Software Ratings Board or other applicable ratings agency with authority over the Game.

6.02 Contractor Indemnity. Contractor shall indemnify and hold harmless Company and its affiliates, and their officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including reasonable legal fees and disbursements) arising out of any claims brought by third parties, including but not limited to the Secured

Parties, arising out of any information or material supplied by Contractor to Company in connection with this Agreement (including the Services and the Deliverable Items) or the breach by Contractor of any of its representations, warranties or other obligations under this Agreement.

6.03 Company Indemnity. Company shall indemnify and hold harmless Contractor and its affiliates, and their officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including reasonable legal fees and disbursements) arising out of any claims brought by third parties alleging that the Company Materials infringe upon or misappropriate any patent, copyright, trademark, trade secret, moral right, privacy right or right of publicity of such third party.

6.04 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought against the other Party (the "Indemnifying Party") pursuant to Sections 6.02 or 6.03 above, the Indemnifying Party's obligation to provide such indemnification will be conditioned on prompt notice of such claim (including the nature of the claim and the amount of damages and nature of other relief sought of known to the Indemnified Party) being provided to the Indemnifying Party by the Party against which such action is brought (the "Indemnified Party"). The Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action provided that any out-of-pocket third party expense directly related to and necessary for such cooperation shall be at the expense of the Indemnifying Party. The Indemnifying Party may, upon written notice to the Indemnified Party, undertake to conduct all proceedings or negotiations in connection with the action, assume the defense thereof, including settlement negotiations in connection with the action, and will be responsible for the costs of such defense, negotiations and proceedings. The Indemnifying Party will have sole control of the defense and settlement of any claims for which it provides indemnification hereunder, provided that the Indemnifying Party will not enter into any settlement of such claim if such settlement requires more than the payment of money or is not confidential without the prior approval of the Indemnified Party, which approval will not be unreasonably withheld. The Indemnified Party shall have the right to retain separate counsel and participate in the defense of the action or claim at its own expense. In the event that the Indemnifying Party refuses or does not promptly agree to assume control of the defense and settlement of any claim for which it must provide indemnification hereunder, then the Indemnified Party will have sole control of the defense, but will not have the right to enter into any settlement of such claim without the prior approval of the Indemnifying Party, which approval will not be unreasonably withheld.

7. TERM AND TERMINATION

7.01 Term. The "Term" of this Agreement will commence on the Effective Date and will continue until the earlier of (i) the day that is one year after the date upon which the Game is commercially released, (ii) the termination of this Agreement by mutual consent of the Parties, or (iii) the termination of this Agreement pursuant to the provisions set forth below:

(a) Termination for Breach. In the event of a material breach by Contractor of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by Company, then Company may immediately terminate this Agreement. In the event Company has failed to pay an undisputed invoice for Services and/or Deliverable Items which have been accepted by the Company within sixty (60) days of the invoice due date, then Contractor may immediately terminate this Agreement.

(b) Termination for Bankruptcy. Any Party may immediately terminate this Agreement upon written notice thereof (i) in the event of the commencement of any liquidation, dissolution, voluntary or involuntary bankruptcy, insolvency, receivership or similar proceeding of the other Party or (ii) if the other Party is unable to pay its debts as they become due, has explicitly or implicitly suspended payment of its debts (except debts contested in good faith) or if the creditors of the other Party have taken over its management or a substantial part of its assets.

7.02 Termination Effect. Upon the termination of this Agreement, Contractor shall immediately return to Company all Company Materials and any other materials or information provided to Contractor by Company.

7.03 Survival. The provisions of Section 3 (Ownership), Section 5 (Confidential Information), Section 6 (Representations and Warranties), this Section 7 (Term and Termination) and Section 8 (General Terms) of this Agreement shall survive the termination or expiration of this Agreement.

7.04 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LOSS OF ANTICIPATED PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GENERAL TERMS

8.01 Amendment. No amendment or modification of this Agreement will be made except by an instrument in writing signed by both Parties. No failure of either Party hereto to prosecute its rights with respect to any single or continued breach of this Agreement will act as a waiver of the right of that Party to later exercise any right or remedy granted hereunder with respect to that same or any other breach of this Agreement by the other Party hereto.

8.02 Independent Contractors. Contractor is an independent contractor, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Contractor will be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, value-added taxes and other similar taxes or charges on the payments received by Contractor hereunder.

8.03 Equitable Relief. Contractor acknowledges that the performance of its obligations hereunder and the rights assigned to Company hereunder are of a unique, unusual, extraordinary and intellectual character which gives them a special value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, that a material breach by Contractor of this Agreement will cause Company great and irreparable injury and damage and, therefore, that Company will be entitled to injunctive relief to prevent such injury or damage.

8.04 Force Majeure. Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies or any other cause reasonably beyond the control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within five (5) business days of discovery thereof, and uses its diligent, good faith efforts to cure the breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of thirty (30) days.

8.05 Assignment. This Agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company. Company may assign this Agreement to (i) any affiliated company of Company or (ii) any third party who assumes, expressly or by operation law (such as by merger), the obligations of Company hereunder, without the prior written consent of Contractor. Company also may assign this Agreement or any of its rights hereunder to any party to which it has granted a security interest pursuant to Section 3.07 (each a "Secured Party"), or to any assignee, designee, transferee of a Secured Party and/or any person who has purchased such rights from a Secured Party, without the prior written consent of Contractor.

8.06 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding

arbitration in Rhode Island in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either Party may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 5 (Confidentiality) hereof.

8.07 Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, such provision will be enforced to the extent permissible and the remaining provisions of this Agreement will not be affected.

8.08 Notices. Except as otherwise expressly provided in this Agreement, all notices sent by any Party to the other Party pursuant to or in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently given and received for the purposes of this Agreement if sent to the other Party at the address, facsimile number or email address listed below for such Party, or to such other address, facsimile number or email address of which such Party may so notify the other Party in accordance with the requirements of this Section (i) upon confirmation of receipt if delivered by hand; (ii) upon confirmation of receipt if delivered by facsimile; (iii) five business days after being sent by a reputable overnight courier; or (iv) upon receipt by the sender of a reply email from the recipient if sent by email.

If to Company:

Address: 1 Empire Plaza, Providence, RI 02903
Attention: Bill Thomas
Email: bthomas@38studios.com

If to Contractor:

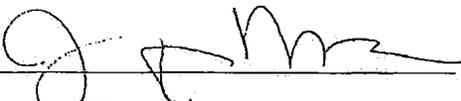
Address: 13797 Via Tres Vistas, San Diego, CA 92129
Attention: Edwin Rosell
Email: edwinrosell@gmail.com

8.09 Complete Agreement. This Agreement, together with any Work Orders issued from time to time pursuant to this Agreement, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the Parties.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and transmission by facsimile shall be considered proper delivery for legal purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

38 Studios, LLC


By: Jen MacLean
Title: CEO
Date: 5/16/11

Edwin Rosell

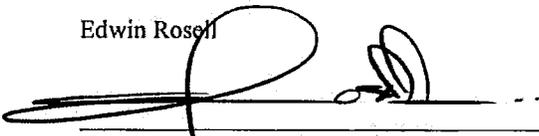

By: Edwin Rosell
Title: Concept Artist
Date: 05-16-2011

EXHIBIT A
WORK ORDER FORM

Date: 5/16/11
Contractor: Edwin Rosell
Address: 13797 Via Tres Vistas, San Diego, CA 92129
Telephone: 310-279-9264
Email address: edwinrosell@gmail.com

Work Order #: 1

THIS WORK ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN 38 STUDIOS, LLC ("COMPANY") AND EDWIN ROSELL ("CONTRACTOR") DATED MAY 16, 2011 (THE "AGREEMENT").

Services. Contractor shall perform design work and produce the deliverables indicated.

Deliverable Items. Deliverable items shall be:

DELIVERABLE ITEM	DELIVERY DATE	AMOUNT (subject to the conditions below)
Style download; see game; review all hero tree species;	5/20/11	(See Total)
Horizontal slice style pass on 30 hero trees; output is approved, stylized (black/white) drawing of each of the 30 trees.	5/20/11	(See Total)
TOTAL:	5/20/11	US \$1,500

Compensation. Contractor shall be compensated as described below.

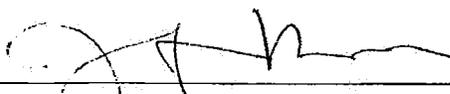
1. **DELIVERABLE ITEMS:**
Contractor shall be paid at the rate of \$62.50 for each hour spent developing and delivering a deliverable item, with the total paid for deliverables not to exceed the amount indicated above.
2. **AIRFARE:**
Contractor shall receive one (1) roundtrip airfare between Contractor's home state and Boston or Providence. Departure from Contractor's home state shall be on 5/17/11 and return shall be on 5/21/11.
3. **LOGDING AND MEALS/INCIDENTALS:**
Contractor shall be compensated or reimbursed for lodging and meal/incidentals as per Company's expense policy.

Additional Conditions. The parties agree that Contractor shall work on-site at Company's Providence, Rhode Island office location from 5/18/11 until 5/20/11.

ACCEPTED AND ACKNOWLEDGED BY:

38 Studios, LLC

Edwin Rosell


 By: Jen MacLean
 Title: CEO
 Date: 5/16/11

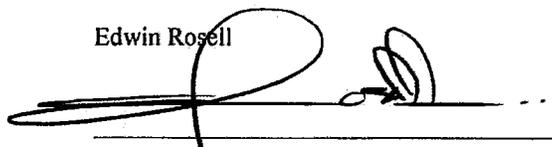

 By: Edwin Rosell
 Title: Concept Artist
 Date: 05.16.2011

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

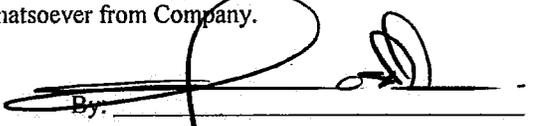
I, the undersigned, am performing services for 38 Studios, LLC ("Company") pursuant to the Work For Hire Outsourcing Agreement between Edwin Rosell ("Contractor"), and Company, dated as of May 16, 2011. In consideration of the compensation paid to me and promised to me by Contractor, I hereby agree as follows:

1. Assignment. I hereby assign and transfer, and agree to assign and transfer, all of my rights in the results and proceeds of the services that I perform for Company, and in all related intellectual property rights, to Company. At Company's request during and after my work with Company, I will assist and cooperate with Company in all respects, will execute documents, and (at Company's expense and subject to my reasonable availability) will give testimony and take further acts requested to acquire, perfect, transfer, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the results and proceeds of the services I perform, including without limitation filing of a copy of this Agreement with the appropriate government agency. I hereby appoint Company as my attorneys-in-fact to execute documents on my behalf for this purpose. For purposes of this subsection, "Moral Rights" means any rights of paternity or integrity, any right to claim authorship in the results and proceeds of the services I perform, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the results and proceeds of the services I perform, whether or not such would be prejudicial to my honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "moral" right. I hereby irrevocably transfer and assign to Company any and all Moral Rights that I may have in the results and proceeds of the services I perform. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in the results and proceeds of the services I perform, even after termination of my work on behalf of Company.

2. Confidential Information. My work for Company creates a relationship of trust and confidence between Company and me. During and after my work with Company, I will not use or disclose, or allow anyone else to use or disclose any confidential information relating to Company or its suppliers or customers except as may be necessary in the performance of my work, or as may be authorized in advance by Company. Confidential information includes the services I perform, the work being done by Company, and any information I have reason to believe Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. I have kept and will keep confidential information secret whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that becomes known to the public generally through no fault or breach of mine or that Company regularly gives to third parties without restriction on disclosure. I have not and will not use in connection with my work for Company any confidential information of any party other than Company.

3. Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in Providence, Rhode Island in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Company may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 2 hereof.

4. Employer. I acknowledge and agree that I am not an employee of Company and that I shall not be entitled to the payment of any wages or any benefits whatsoever from Company.

By: 

Name: Edwin Rosell

Date: 05.16.2011

WORK FOR HIRE
OUTSOURCING AGREEMENT

This Work for Hire Outsourcing Agreement (this "**Agreement**") is entered into on this 16th day of August, 2011 (the "**Effective Date**") by and between:

38 Studios, LLC, a Delaware limited liability company with offices at One Empire Plaza, Providence, RI 02903 ("**Company**"); and

Glenn Studios, a Rhode Island sole proprietorship with a principal place of business at 123 Vinton Street, Providence, RI 02909 ("**Contractor**," and together with Company, the "**Parties**" and each a "**Party**").

WHEREAS, Company is developing a video game known as Copernicus (the "**Game**") for use on various platforms and distribution through various channels;

WHEREAS, Contractor is engaged in the business of developing content for, or otherwise performing services in connection with the development of, video games; and

WHEREAS, Company and Contractor wish to enter into an agreement pursuant to which Contractor will produce content for, and perform services in connection with the development of, the Game, in each case, as a "work made for hire."

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below:

1. **SERVICES AND DELIVERABLE ITEMS**

1.01 Work Orders. Contractor hereby agrees to provide the services (the "**Services**") and develop and deliver the deliverable items (the "**Deliverable Items**") as are mutually agreed by the Parties from time to time, which Services, Deliverable Items, the dates/deadlines for their performance and delivery, and the compensation to be paid by Company therefor (along with any other applicable terms or conditions), will be set forth in one or more work orders issued by Company from time to time on the form attached hereto as **Exhibit A**, or on any other form as Company may determine, created by Company and accepted by Contractor from time to time ("**Work Orders**").

1.02 Designated Team. Unless Contractor is an individual and will not utilize the services of any other person to perform the Services hereunder, within five (5) business days of receipt of the initial Work Order from Company, Contractor shall (i) designate an appropriate number of employees to provide the Services and develop the Deliverable Items that are specified in such Work Order, and (ii) provide Company with a name list of the employee members of such designated team (the "**Designated Team**"). Once the

Designated Team has been established, Contractor agrees not to change members of the Designated Team during the Term (as defined below) of this Agreement, without the express written consent of Company, such consent not to be unreasonably withheld.

1.03 Acceptance of Services and Deliverable Items. Unless otherwise set forth in any Work Order, after completion of any Service and delivery of any Deliverable Item by a means acceptable to Company, Company will have thirty (30) business days to examine and test the Deliverable Item to determine whether such Deliverable Item conforms to the specifications set forth in the relevant Work Order and whether such Deliverable Item is, in Company's sole judgment, appropriate for the intended purpose of Company. Company will notify Contractor of its acceptance or rejection of the Deliverable Item and, in the case of any rejection, will provide Contractor with a list of deficiencies in the Deliverable Item. If Company fails to notify Contractor of acceptance or rejection within such period, Contractor may request a written acceptance or rejection. If Company does not provide such written acceptance or rejection by no later than ten (10) business days after Contractor's request, then the Deliverable Item will be deemed rejected. In the case of a rejection that includes a list of deficiencies, Contractor will use best efforts to correct the deficiencies and will resubmit the Deliverable Item, as corrected, within five (5) business days of such rejection or within such other time period as the Parties may agree. Any work done by Contractor for the correction of deficiencies in preparation to resubmit a Deliverable Item to Company shall not require any additional compensation from Company and shall not be credited toward the Man-Month (as defined in Work Order) obligations of Contractor in any Work Order. This procedure will iterate until Company either accepts the Deliverable Item or elects to complete the Deliverable Item itself or have such items completed by others.

1.04 Technical Support. The provisions of this Section 1.04 shall apply in the event that (i) the Services include the programming of software code, or (ii) the Deliverable Items include software code (in each case, the "**Contractor Software Code**").

(a) Contractor shall use best efforts to program and deliver the Contractor Software Code free of Program Errors (as defined below), and to provide Program Error Correction (as defined below) for any Program Errors contained in the Contractor Software Code that are identified by Company prior to the commercial release of the Game.

(b) During the first six (6) months following the commercial release of the Game, Contractor shall, at no additional cost to Company, (i) use diligent efforts to provide a Program Error Correction for any Program Error contained in the Contractor Software Code that is identified by Company and (ii) pending the development and provision of each such Program Error Correction, Contractor shall use diligent efforts to deliver to Company an avoidance procedure or work-around to avoid or solve such Program Error.

(c) During the first twelve (12) months following the commercial release of the Game, Contractor shall ensure that, at no additional cost to Company, members of the Designated Team who are knowledgeable with respect to the

technical and applications aspects of the Contractor Software Code are available upon reasonable notice to answer support questions from Company.

(d) **“Program Errors”** means any case where a software product (i) abnormally ceases functioning, (ii) produces incorrect or misleading information or erroneously interprets information given to it, (iii) does not function in accordance with its specifications, or (iv) has bugs or other non-conformities with the applicable platform licensor guidelines or requirements that are identified by an applicable platform licensor and for which the applicable platform licensor requires that a correction be made.

(e) **“Program Error Correction”** means a modification of, addition to or deletion from a software product that corrects a Program Error in such product.

1.05 **Communication.** During the Term of this Agreement, Contractor shall (i) keep Company fully informed with respect to the progress in providing the Services and developing the Deliverable Items and (ii) give Company direct access to openly speak or otherwise communicate with members of the Designated Team with respect to the progress regarding provision of the Services and development of the Deliverable Items.

1.06 **Notice of Noncompliance.** During the Term of this Agreement, Contractor shall notify Company immediately in the event that Contractor has reason to believe that any Service or any Deliverable Item is likely to not be completed or delivered in compliance with the deadlines or other specifications contained in the relevant Work Order. Notice of such probable noncompliance shall not, however, relieve Contractor of any liability incurred due to the breach of any terms of this Agreement or any Work Order issued pursuant hereto.

2. **COMPENSATION**

2.01 **Amount of Payments.** Contractor shall be paid for the Services and the Deliverable Items either on an hourly or daily basis or on a fixed price basis, as agreed to by the Parties and as set forth in the applicable Work Order. Company agrees to pay Contractor the sums set forth in the applicable Work Order within thirty (30) days of the date upon which Company receives an invoice for such sums, provided that, except as otherwise expressly provided for in a particular Work Order, no invoice shall be issued with respect to any sum prior to the due date therefor in accordance with the relevant Work Order and, provided, further, that, except as otherwise expressly provided for in a particular Work Order, no invoice related to a Deliverable Item shall be due and payable until Company has accepted such Deliverable Item in accordance with Section 1.03. Contractor shall not be entitled to any compensation, other than the sums set forth in the various Work Orders, in connection with the use and exploitation of the Services, the Deliverable Items and the various rights granted, transferred and assigned to Company under this Agreement.

3. **OWNERSHIP**

3.01 **General.** Company shall own all right, title and interest in and to each Deliverable

Item and the results and proceeds of the Services, including, without limitation, (i) all elements or constituent parts thereof, (ii) all copyrights (and renewals and extensions thereof and thereto), patents, trademarks and other intellectual property and proprietary rights therein and thereto, from the time of their creation by Contractor, and (iii) any and all services and products which embody, emulate or employ any such Deliverable Item or result or proceed of the Services, without regard to whether such Service or Deliverable Item has been accepted by Company. Contractor acknowledges and agrees that the Deliverable Items and the results and proceeds of the Services have been ordered or commissioned for use as part of an audio visual work and shall be considered a work made for hire and that Company shall be the sole and exclusive owner thereof and of any and all copyrights (and renewals and extensions thereof and thereto), patents, trademarks and other intellectual property and proprietary rights therein and thereto. Company shall have the exclusive right forever throughout the universe to change, adapt, modify, use, combine with other material, create derivative works, sue for infringement and misappropriation, and otherwise exploit the Deliverable Items and the results and proceeds of the Services in all media and by any manner or media, whether now known or hereafter invented or discovered.

3.02 Assignment. Notwithstanding anything to the contrary in this Agreement, to the extent that ownership in any Deliverable Item does not, or the results and proceeds of any Service or any part thereof do not, vest in Company as a work made for hire, Contractor hereby assigns and transfers in whole to Company all right, title and interest in and to such Deliverable Item and the results and proceeds of such Service, including, without limitation, all copyrights and renewals and extensions of copyrights therein.

3.03 Moral Rights. For purposes of this subsection, “**Moral Rights**” means any rights of paternity or integrity, any right to claim authorship of the Deliverable Items or any results or proceeds of the Services, any right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Deliverable Item or any results or proceeds of the Services, whether or not such would be prejudicial to Contractor’s honor or reputation, and any similar rights existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral” right. Contractor hereby irrevocably transfers and assigns to Company any and all Moral Rights that it may have in each Deliverable Item and in the results and proceeds of the Services. Contractor also hereby forever waives all, and agrees never to assert any, Moral Rights it may have in any Deliverable Item or in the results or proceeds of any Service, even after termination of Contractor’s work on behalf of Company or under this Agreement.

3.04 Employees. Contractor will, and will cause all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), to execute an agreement prior to the receipt of any Confidential Information of Company substantially in the form attached hereto as **Exhibit B**, or in such other form as Contractor may choose and as may be approved by Company, provided that such form is at least as protective of the rights of Company as the form attached hereto (the “**Assignment and Confidentiality Agreement**”). Contractor shall gather and maintain records of the executed Assignment and

Confidentiality Agreements and, upon the request of Company, shall promptly delivery such agreements to Company.

3.05 Protection of Intellectual Property Rights. Contractor will, and will cause each member of the Designated Team and each other Contractor employee that will have access to any Confidential Information of Company to, cooperate with Company in obtaining patent, copyright, trademark or other legal protections for each Deliverable Item, and for any of the results or proceeds of the Services, in each country in which one or more is (or is expected to be) sold, distributed or licensed and in taking any enforcement action, including any public or private prosecution, to protect Company's intellectual property rights in or to each Deliverable Item and in the results and proceeds of the Services. Contractor hereby grants Company the exclusive right, and appoints Company as attorney-in-fact, to execute and prosecute in Company's name as author or inventor or in Company's name as assignee any application for registration or recordation of any copyright, trademark, patent or other right in or to any Deliverable Item, and in or to any results and proceeds of the Services, and to undertake any enforcement action with respect to any Deliverable Item. Contractor will, and will cause each member of the Designated Team and each other Contractor employee that will have access to any Confidential Information of Company to, execute such other documents of registration and recordation as may be necessary, useful or convenient to perfect in Company, or protect, the rights assigned to Company hereunder in each country in which Company reasonably determines such action to be prudent.

3.06 Subcontractors. Contractor shall not use any subcontractors in connection with the development and delivery of any Deliverable Item or the performance of any Service hereunder without the prior express written permission of Company. Contractor understands that any such permission shall be conditioned upon: (i) receipt by Company of a proposed subcontractor agreement in English that is at least as protective of the rights of Company and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Secured Parties.

3.07 Security Interest. Without limiting the rights or privileges of Company in the Deliverable Items and the results and proceeds of the Services, Contractor acknowledges that Company shall be entitled to sell, transfer, assign, license, encumber, grant liens in and pledge any or all of the Deliverable Items, the results and proceeds of the Services and this Agreement for any purpose, including, without limitation, as collateral for a loan and completion bond in connection with the funding of the development, production and distribution of the Game.

4. MATERIALS PROVIDED BY COMPANY

4.01 Limited License of Materials. To assist Contractor in providing the Services and developing the Deliverable Item, Company may from time to time provide Contractor with certain materials, including intellectual property developed by Company for use in the Game, provided that such intellectual property shall not include any third party software, which if applicable shall be the subject of a separate sublicense agreement (the "**Company Materials**"). Company grants to Contractor a limited, personal, non-

exclusive, revocable, royalty-free, non-assignable, non-transferable and non-sublicensable (except as provided for herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the Company Materials solely for the purpose of providing the Services and development of the Deliverable Items pursuant to the terms of this Agreement and for no other purposes (the "**Materials License**"). Contractor shall obtain no rights to any Company Materials except for the limited right to use the same in providing the Services and developing the Deliverable Items as provided herein. The Materials License shall terminate upon the earliest of (i) revocation or termination by Company, (ii) the completion or termination of all Work Orders, and (iii) Company's completion of the Game.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall immediately return to Company all Company Materials and any other materials provided to Contractor hereunder or any part thereof as requested by Company.

5. **CONFIDENTIALITY**

5.01 Definitions.

(a) "**Confidential Information**" means Confidential Information of Contractor and Confidential Information of Company, except to the extent any of the following may be included therein: (i) information that becomes known to the general public without breach of the nondisclosure obligations of this Agreement, (ii) information that is obtained from a third party or independently developed (as evidenced by written records) without breach of a nondisclosure or non-use obligation and without restriction on disclosure, and (iii) information that is required by law to be disclosed in connection with any suit, action or other dispute related to this Agreement.

(b) "**Confidential Information of Company**" means: (i) any information concerning the existing or future products of Company, (ii) the Deliverable Items and the results and proceeds of the Services, (iii) the Company Materials and any other materials provided to Contractor by Company in order to assist Contractor in performing the Services and developing the Deliverable Items, (iv) any additional information designated in writing as "confidential" by Company or its affiliates; and (v) any information which would reasonably be expected to be confidential and/or proprietary to Company.

(c) "**Confidential Information of Contractor**" means any information designated in writing as "confidential" by Contractor, excluding the Confidential Information of Company.

5.02 Protection of Confidential Information. Each Party agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information of the other Party and to use at least the same degree of care that it uses to protect its own Confidential Information of like importance, but in no event less than

reasonable care, to prevent the unauthorized disclosure or use of the other Party's Confidential Information, both during and after the Term of this Agreement. Either Party may, however, disclose Confidential Information to: (i) such Party's employees to the extent necessary to fulfill obligations under this Agreement, and (ii) constituents of such Party (e.g. board of directors, stockholders, current or potential investors, legal counsel, accountants and other advisors) who are bound by confidentiality restrictions or have a fiduciary or ethical obligations to maintain the confidentiality of such information. In addition, Company may disclose Confidential Information to the Secured Parties (as defined below).

6. REPRESENTATIONS AND WARRANTIES

6.01 Contractor Representations. Contractor makes the following representations and warranties to Company:

- (a) Contractor has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Company.
- (b) This Agreement has been duly authorized by Contractor and, when executed by the Parties, will constitute a valid and legally binding agreement of Contractor, enforceable in accordance with its terms.
- (c) Compliance by Contractor with all of the provisions of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under, any agreement or instrument to which Contractor is a party. Contractor will not enter into any agreement that conflicts with any of the terms and conditions of this Agreement during the Term of this Agreement.
- (d) Except for the Company Materials with respect to which Contractor makes no representation, the Services and each of the Deliverable Items (i) will be the result of solely the original work of Contractor, (ii) do not and will not infringe upon or misappropriate any copyright, trademark, trade secret, moral right, privacy right or right of publicity of any third party, and (iii) to the best of Contractor's knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.
- (e) Contractor is the sole and exclusive owner of its contributions to the Deliverable Items, and to the results and proceeds of the Services, subject only to the rights of Company and the Secured Parties.
- (f) Contractor has not previously granted and will not grant any rights in its contributions to the Deliverable Items or the results and proceeds of the Services to any third party.
- (g) Contractor shall comply with, the Services will be performed in strict accordance with, and the Deliverable Items will strictly conform to, (i) all applicable laws and regulations, (ii) the terms of the Work Order, and (iii) the

highest professional standards of the industry. The Deliverable Items shall not contain any viruses, Easter Eggs, deliberate crash bugs, pornographic material or similar content (as such terms or similar terms are customarily understood in the interactive entertainment industry).

(h) Contractor will not (i) disclose to Company any information that it is required to keep secret pursuant to a confidentiality agreement with a third party, (ii) use the funding, resources, facilities or inventions of any third party to perform the Services or produce the Deliverable Items, or (iii) perform the Services in any manner that would give any third party rights to any intellectual property created in connection with such services.

(i) The Services and the Deliverable Items will meet the specifications therefor set forth in the applicable Work Order, will be free of defects in materials and workmanship and will be suitable for the purposes intended by Company.

(j) The Deliverable Items are the original work of Contractor and the Company may copy and distribute them freely without infringement of any open source or other third party licensing terms.

(k) Contractor shall be solely responsible for any hardware, network devices and other equipment ("**Hardware**") and any software programs and tools ("**Software**") necessary to perform the Services and create the Deliverable Items, other than any such materials that Company provides to Contractor pursuant to Section 4 hereof or pursuant to a separate sublicense agreement. The Hardware and Software shall conform to any minimum requirements set forth in the applicable Work Order or as otherwise specified by Company or, if no requirements are so specified, the highest professional standards for the industry prevailing at the time. Consultant represents and warrants that all Hardware and Software used by Consultant shall be properly licensed at all times from the applicable owner.

(l) Except as explicitly set forth in the applicable Work Order or as expressly approved in writing by Company, Contractor has not and will not incorporate into any Contractor Software Code or Deliverable Item any undisclosed (i) non-playable, "locked-out," or otherwise hidden, content, or (ii) development tools or bugs that would cause any of the foregoing content to become available through game play by the use of hacks or unlock codes, (iii) intellectual property, software, copyrighted works or other material owned by any third party, including without limitation, any "open source" software, "shareware," "freeware" or similar software. Contractor hereby agrees not to add any additional undisclosed content to any Contractor Software Code or Deliverable Item or game build following its review and rating by the Entertainment Software Ratings Board or other applicable ratings agency with authority over the Game.

6.02 Contractor Indemnity. Contractor shall indemnify and hold harmless Company and its affiliates, and their respective officers, directors, employees, agents and

representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including amounts paid in settlement and reasonable legal fees and disbursements) incurred by Company or any of the foregoing indemnified parties (including, but not limited to, any claims brought by third parties (including, but not limited to, the Secured Parties)), arising directly or indirectly out of (i) any information or material supplied by Contractor to Company in connection with this Agreement (including the Services and the Deliverable Items), (ii) any breach (or alleged breach) by Contractor of any of its representations, warranties, covenants or other obligations under this Agreement, or (iii) any act or omission of Contractor or any of its employees which results in (1) any bodily injury, sickness, disease or death, (2) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom, or (3) any violation of any statute, ordinance, regulation or other legal requirement.

6.03 Company Indemnity. Company shall indemnify and hold harmless Contractor and its officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including reasonable legal fees and disbursements) arising out of any claims brought by third parties alleging that the Company Materials infringe upon or misappropriate any patent, copyright, trademark, trade secret, moral right, privacy right or right of publicity of such third party.

6.04 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought (an "**Indemnified Party**") against the other Party (the "**Indemnifying Party**") pursuant to Sections 6.02 or 6.03 above, the Indemnified Party shall notify the Indemnifying Party of such action (including, if known, the nature of the claim and the amount of damages and nature of other relief sought of known to the Indemnified Party); provided, however, that the Indemnified Party's failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from its obligations to provide indemnification in connection with such action. The Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action provided that any out-of-pocket third party expense directly related to and necessary for such cooperation shall be at the expense of the Indemnifying Party. The Indemnifying Party may, upon written notice to the Indemnified Party, undertake to conduct all proceedings or negotiations in connection with the action, assume the defense thereof, including settlement negotiations in connection with the action, and will be responsible for the costs of such defense, negotiations and proceedings. The Indemnifying Party will have sole control of the defense and settlement of any claims for which it provides indemnification hereunder, provided that the Indemnifying Party will not enter into any settlement of such claim if such settlement requires more than the payment of money or is not strictly confidential without the prior approval of the Indemnified Party, which approval will be given by the Indemnified Party in its sole discretion. The Indemnified Party shall have the right to retain separate counsel and participate in the defense of the action or claim at its own expense. In the event that the Indemnifying Party refuses or does not promptly agree to assume control of the defense and settlement of any claim for which it must provide indemnification hereunder, then the Indemnified Party will have sole control of the defense, but will not

have the right to enter into any settlement of such claim without the prior approval of the Indemnifying Party, which approval will not be unreasonably withheld, conditioned or delayed.

7. **TERM AND TERMINATION**

7.01 **Term.** The “**Term**” of this Agreement will commence on the Effective Date and will continue until the earlier of (i) the day that is one year after the date upon which the Game is commercially released, (ii) the termination of this Agreement by mutual consent of the Parties, or (iii) the termination of this Agreement pursuant to the provisions set forth below:

(a) **Termination for Breach.** In the event of a material breach by Contractor of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by Company, then Company may immediately terminate this Agreement. In the event Company has failed to pay an undisputed invoice for Services and/or Deliverable Items which have been accepted by Company within sixty (60) days of the invoice due date, then Contractor may immediately terminate this Agreement.

(b) **Termination for Bankruptcy.** Any Party may immediately terminate this Agreement upon written notice thereof (i) in the event of the commencement of any liquidation, dissolution, voluntary or involuntary bankruptcy, insolvency, receivership or similar proceeding of the other Party or (ii) if the other Party is unable to pay its debts as they become due, has explicitly or implicitly suspended payment of its debts (except debts contested in good faith) or if the creditors of the other Party have taken over its management or a substantial part of its assets.

(c) **Termination due to Game Cancellation.** Company may terminate this Agreement at any time by giving written notice to Contractor if Company in good faith cancels the Game, without further liability of any kind to Contractor, except that: (i) Company will pay Contractor amounts due pursuant to any outstanding Work Order for Services and Deliverable Items accepted by Company prior to the time of such termination; and (ii) if Contractor delivers to Company, within five (5) business days of the receipt of such termination notice, all partially completed Deliverable Items and all work product related to partially rendered Services that are the subject of any outstanding Work Orders, Company will pay Contractor a prorated portion of the amount that would have been due upon acceptance of such partially completed Deliverable Items or partially rendered Services pursuant to such outstanding Work Orders that reflect the proportion of the Deliverable Item or the Service that has been completed and delivered or provided to Company.

7.02 **Termination Effect.** Upon the termination of this Agreement, Contractor shall immediately return to Company all Company Materials and any other materials or information provided to Contractor by Company.

7.03 **Survival.** The provisions of Section 3 (Ownership), Section 5 (Confidential

Information), Section 6 (Representations and Warranties), this Section 7 (Term and Termination) and Section 8 (General Terms) of this Agreement shall survive the termination or expiration of this Agreement.

7.04 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LOSS OF ANTICIPATED PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GENERAL TERMS

8.01 Amendment. No amendment or modification of this Agreement will be made except by an instrument in writing signed by both Parties. No failure of either Party hereto to prosecute its rights with respect to any single or continued breach of this Agreement will act as a waiver of the right of that Party to later exercise any right or remedy granted hereunder with respect to that same or any other breach of this Agreement by the other Party hereto.

8.02 Independent Contractors. Company shall have the right to direct the Services and Contractor, acting as an independent contractor, will be responsible for determining the means and method of performing the Services and producing the Deliverables Items. Contractor is an independent contractor, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Contractor will be solely responsible for compliance with all worker's and unemployment compensation, medical, dental and disability insurance, social security laws, and any withholding taxes, payroll taxes, unemployment taxes, value-added taxes and other similar taxes or charges on the payments received by Contractor hereunder. Neither Contractor nor any of its employees or subcontractors, if any, is or will become an employee of Company or be entitled to any benefits offered by Company to its employees such as medical or other insurance, vacation or sick time or participation in any incentive plans.

8.03 Equitable Relief. Contractor acknowledges that the performance of its obligations hereunder and the rights assigned to Company hereunder are of a unique, unusual, extraordinary and intellectual character which gives them a special value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, that a material breach by Contractor of this Agreement will cause Company great and irreparable injury and damage and, therefore, that Company will be entitled to injunctive relief to prevent such injury or damage.

8.04 Force Majeure. Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies or any other cause reasonably beyond the control of such Party ("**Force Majeure**"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within five (5) business days of discovery

thereof, and uses its diligent, good faith efforts to cure the breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of thirty (30) days.

8.05 Assignment. This Agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company. Company may assign this Agreement to (i) any affiliated company of Company or (ii) any third party who assumes, expressly or by operation law (such as by merger), the obligations of Company hereunder, without the prior written consent of Contractor. Company also may assign this Agreement or any of its rights hereunder to any party to which it has granted a security interest pursuant to Section 3.07 (each a "**Secured Party**"), or to any assignee, designee, transferee of a Secured Party and/or any person who has purchased such rights from a Secured Party, without the prior written consent of Contractor.

8.06 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any disputes under this Agreement may be brought only in the state or federal courts located in the State of Rhode Island, and both parties hereby consent to the exclusive personal and subject matter jurisdiction and venue of these courts.

8.07 Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, such provision will be enforced to the extent permissible and the remaining provisions of this Agreement will not be affected.

8.08 Notices. Except as otherwise expressly provided in this Agreement, all notices sent by any Party to the other Party pursuant to or in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently given and received for the purposes of this Agreement if sent to the other Party at the address, facsimile number or email address listed below for such Party, or to such other address, facsimile number or email address of which such Party may so notify the other Party in accordance with the requirements of this Section (i) upon confirmation of receipt if delivered by hand; (ii) upon confirmation of receipt if delivered by facsimile; (iii) five (5) business days after being sent by a reputable overnight courier; or (iv) upon receipt by the sender of a reply email from the recipient if sent by email.

If to Company:

Address: One Empire Plaza, Providence, RI 02903
Attention: Bill Thomas
Telephone: (401) 243-8300
Email: bthomas@38studios.com

If to Contractor:

Address: 123 Vinton Street, Providence, RI 02909
Attention: Wyatt Ryan Glenn

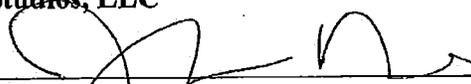
Telephone: (978) 302-5420
Email: wglenn@g.risd.edu

8.09 Complete Agreement. This Agreement, together with any Work Orders issued from time to time pursuant to this Agreement, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the Parties.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and transmission by facsimile shall be considered proper delivery for legal purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

38 Studios, LLC


Name: Jen MacLean
Title: CEO
Date: 9/20/11

Glenn Studios


Name: Wyatt Glenn
Title: Principal
Date: 9/16/11

EXHIBIT A
WORK ORDER

Date: August 16, 2011
Contractor: Glenn Studios
Address: 123 Vinton Street, Providence, RI 02909
Telephone: (401) 302-5420
Email address: wglenn@g.risd.edu

Work Order #: 1

THIS WORK ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN 38 STUDIOS, LLC (“**COMPANY**”) AND GLENN STUDIOS (THE “**CONTRACTOR**”) DATED AUGUST 16, 2011 (THE “**AGREEMENT**”).

Services. Contactor shall provide the following Services by the following completion dates:

Service	Completion Date	Compensation Rate
Contractor shall fabricate safe, realistic foam boffer weapons based on Reckoning weapon models provided by Company. All weapons will be reinforced and capable of being broken down for shipping & storage.	(See Deliverable Item Delivery Dates Below)	(See Deliverable Item Delivery Dates Below)

Deliverable Items. Contractor shall complete and deliver the following Deliverable Items by the following delivery dates:

Deliverable Item	Delivery Date	Compensation Amount
<p>The Sword:</p> <ul style="list-style-type: none"> • Primarily wood with latex foam for detailing and padding. • Ideally, the weapon will be approx. 3.5” for the blade, with the rest of the hilt appropriately scaled. • The hilt will be removable (can unscrew) for easier break-down and transportation. 	8/22/11	\$1,200 Lump Sum
<p>The Staff:</p> <ul style="list-style-type: none"> • Almost entirely wood with latex foam for detailing and paddling. • Ideally, the weapon will be close to 6’ in total height and scaled appropriately. • We need this to be capable of breaking down into 2+ parts for transportation and storage purposes. • Small LED effect for the orb will be installed in the middle to complete the in-game effects. 	9/26/11	\$1,000 Lump Sum

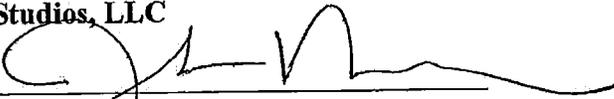
<p>The Bow:</p> <ul style="list-style-type: none"> • Almost entirely dark stained wood with latex foam for detailing and padding. • Ideally, the weapon will be about 4'6" or slightly larger. • We need this to potentially be able to be broken down for transportation purposes. 	9/18/11	\$1,100 Lump Sum
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Additional Conditions. Contractor shall be subject to the following additional conditions:

- Contractor shall receive an advance of \$1,650, and shall credit such advance on invoices sent.

AUTHORIZED BY:

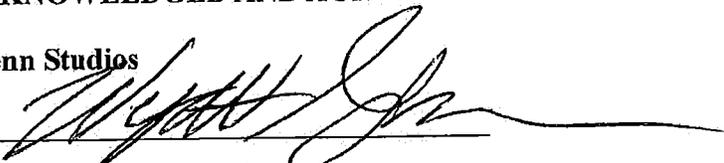
38 Studios, LLC



Name: Jen MacLean
 Title: CEO
 Date: 9/20/11

ACKNOWLEDGED AND AGREED TO BY:

Glenn Studios



Name: Wyatt Glenn
 Title: Principal
 Date: 9/16/11

EXHIBIT B
ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios, LLC (“**Company**”) pursuant to the Work For Hire Outsourcing Agreement between Glenn Studios (“**Contractor**”), by which I am employed, and Company, dated as of Glenn Studios. In consideration of the compensation paid to me and promised to me by Contractor, I hereby agree as follows:

1. **Assignment.** I hereby assign and transfer, and agree to assign and transfer, all of my rights in the results and proceeds of the services that I perform for Company, and in all related intellectual property rights, to Company. At Company’s request during and after my work with Company, I will assist and cooperate with Company in all respects, will execute documents, and (at Company’s expense and subject to my reasonable availability) will give testimony and take further acts requested to acquire, perfect, transfer, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the results and proceeds of the services I perform, including without limitation filing of a copy of this Agreement with the appropriate government agency. I hereby appoint Company as my attorneys-in-fact to execute documents on my behalf for this purpose. For purposes of this subsection, “**Moral Rights**” means any rights of paternity or integrity, any right to claim authorship in the results and proceeds of the services I perform, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the results and proceeds of the services I perform, whether or not such would be prejudicial to my honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a “moral” right. I hereby irrevocably transfer and assign to Company any and all Moral Rights that I may have in the results and proceeds of the services I perform. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in the results and proceeds of the services I perform, even after termination of my work on behalf of Company.

2. **Confidential Information.** My work for Company creates a relationship of trust and confidence between Company and me. During and after my work with Company, I will not use or disclose, or allow anyone else to use or disclose any confidential information relating to Company or its suppliers or customers except as may be necessary in the performance of my work, or as may be authorized in advance by Company. Confidential information includes the services I perform, the work being done by Company, and any information I have reason to believe Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. I have kept and will keep confidential information secret whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that becomes known to the public generally through no fault or breach of mine or that Company regularly gives to third parties without restriction on disclosure. I have not and will not use in connection with my work for Company any confidential information of any party other than Company.

3 **Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any disputes under this Agreement may be brought only in the state or federal courts located in the State of Rhode Island, and both parties hereby consent to the exclusive

personal and subject matter jurisdiction and venue of these courts.

4. Employer. I acknowledge and agree that I am an employee of Contractor and not Company and that I shall not be entitled to the payment of any wages or any benefits whatsoever from Company.

AGREED TO BY:



Name: Wyatt Glenn
Date: 9/16/11

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "Agreement") is entered into on this April 23, 2011 (the "Effective Date") by and between:

38 Studios, LLC, a Delaware limited liability company with offices at 1 Empire Plaza, Providence, RI 02903 ("Company"); and

Robotic Arm Software, LLC, a California limited liability company with offices at 1200 N Main Street, Suite 510, Santa Ana, CA 92701 (the "Contractor," and together with Company, the "Parties" and each a "Party").

WHEREAS, Company wishes to retain Contractor to perform certain services on-site at Company's Providence, Rhode Island office location; and

WHEREAS, Contractor is willing and able to perform such services for the consideration and on the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below:

1. SERVICES AND DELIVERABLE ITEMS

1.01 Work Orders. Contractor hereby agrees to provide the services (the "Services") and develop and deliver the deliverable items (the "Deliverable Items") as are mutually agreed by the Parties from time to time, which Services, Deliverable Items, their performance or delivery dates, their completion or due dates, the compensation to be paid by Company and the payment terms therefore (along with any other relevant terms or conditions), will be set forth in one or more work orders on the form attached hereto as Exhibit A, or on any other form as Company may determine, created by Company and accepted by Contractor from time to time ("Work Orders").

1.02 Designated Team. Within five (5) business days of receipt of the initial Work Order from Company, Contractor shall (i) designate an appropriate number of employees to provide the Services and develop the Deliverable Items that are specified in such Work Order, and (ii) provide Company with a name list of the employee members of such designated team (the "Designated Team"). Once the Designated Team has been established, Contractor agrees not to change members of the Designated Team more than once every three (3) months during the Term (as defined below) of this Agreement, or without the express written consent of Company, such consent not to be unreasonably withheld.

1.03 Acceptance of Services and Deliverable Items. Unless otherwise set forth in any Work Order, after completion of any Service and delivery of any Deliverable Item by a means acceptable to Company, Company will have thirty (30) business days to examine and test the Deliverable Item to determine whether such Deliverable Item conforms to the specifications set forth in the relevant Work Order and whether such Deliverable Item is, in Company's sole judgment, appropriate for the intended purpose of Company. Company will notify Contractor of its acceptance or rejection of the Deliverable Item and, in the case of any rejection, will provide Contractor with a list of deficiencies in the Deliverable Item. If Company fails to notify Contractor of acceptance or rejection within such period, Contractor may request a written acceptance or rejection. If Company does not provide such written acceptance or rejection by no later than ten (10) business days after Contractor's request, then the Deliverable Item will be deemed rejected. In the case of a rejection that includes a list of deficiencies, Contractor will use best efforts to correct the deficiencies and will resubmit the Deliverable Item, as corrected, within five (5) business days of such rejection or within such other time period as the Parties may agree. Any work done by Contractor for the correction of deficiencies in preparation to resubmit a Deliverable Item to Company shall not require any

additional compensation from Company and shall not be credited toward the Man-Month (as defined in Work Order) obligations of Contractor in any Work Order. This procedure will iterate until Company either accepts the Deliverable Item or elects to complete the Deliverable Item itself or have such items completed by others.

1.04 (Intentionally Omitted)

1.05 Communication. During the Term of this Agreement, Contractor shall (i) keep Company fully informed with respect to the progress in providing the Services and developing the Deliverable Items and (ii) give Company direct access to openly speak or otherwise communicate with members of the Designated Team with respect to the progress regarding provision of the Services and development of the Deliverable Items, provided that such access shall not unreasonably interfere with provision of the Services or completion of the Deliverable Items.

1.06 Notice of Noncompliance. During the Term of this Agreement, Contractor shall notify Company immediately in the event that Contractor has reason to believe that any Service or any Deliverable Item is likely to not be completed or delivered in compliance with the deadlines or other specifications contained in the relevant Work Order. Notice of such probable noncompliance shall not, however, relieve Contractor of any liability incurred due to the breach of any terms of this Agreement or any Work Order issued pursuant hereto.

2. COMPENSATION

2.01 Amount of Payments. Company agrees to pay Contractor at the rates and for the sums that are set forth in the various Work Orders subject to any stated limitations, restrictions, or conditions therein. Contractor shall not be entitled to any compensation, except as set forth in the various Work Orders, in connection with the use and exploitation of the Services, the Deliverable Items and the various rights granted, transferred and assigned to Company under this Agreement.

2.02 Payment Terms. Payments shall be made under the payment terms stated in the various Work Orders.

3. OWNERSHIP

3.01 General. Company shall own all right, title and interest in and to each Deliverable Item and the results and proceeds of the Services, including, without limitation, all elements or constituent parts thereof and all copyrights and renewals and extensions of copyrights therein and thereto, from the time of their creation by Contractor, without regard to whether such Services or Deliverable Item have been accepted by Company. Contractor acknowledges and agrees that the Deliverable Items and the results and proceeds of the Services have been ordered or commissioned for use as part of an audio visual work and shall be considered a work made for hire and that Company shall be the sole and exclusive owner thereof and of any and all copyrights and extensions or renewals thereof, and any trademarks and other intellectual property rights therein. Company shall have the exclusive right forever throughout the universe to change, adapt, modify, use, combine with other material, create derivative works, sue for infringement and misappropriation, and otherwise exploit the Deliverable Items and the results and proceeds of the Services in all media and by any manner or media, whether now known or hereafter invented or discovered. Written documents generated by Chad Mauldin may not be reprinted for public consumption by Company.

3.02 Assignment. Notwithstanding anything to the contrary in this Agreement, to the extent that ownership in any Deliverable Item does not, or the results and proceeds of any Service or any part thereof do not, vest in Company as a work made for hire, Contractor hereby assigns and transfers in whole to Company all right, title and interest in and to such Deliverable Item and the results and proceeds of such Service, including, without limitation, all copyrights and renewals and extensions of copyrights therein.

3.03 Moral Rights. For purposes of this subsection, "Moral Rights" means any rights of paternity or integrity, any right to claim authorship of the Deliverable Items or any results or proceeds of the Services, any right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Deliverable Item or any results or proceeds of the Services, whether or not such would be prejudicial to Contractor's honor or reputation, and any similar rights existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral" right. Contractor hereby irrevocably transfers and assigns to Company any and all Moral Rights that it may have in each Deliverable Item and in the results and proceeds of the Services. Contractor also hereby forever waives and agrees never to assert any and all Moral Rights it may have in any Deliverable Item or in the results or proceeds of any Service, even after termination of Contractor's work on behalf of Company or under this Agreement.

3.04 Employees. Contractor agrees to require that all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), will, prior to the receipt of any Confidential Information of Company, execute an agreement substantially in the form attached hereto as Exhibit B, or in such other form as Contractor may choose, provided that such form is at least as protective of the rights of Company as the form attached hereto (the "Assignment and Confidentiality Agreement"). Contractor shall gather and maintain records of the executed Assignment and Confidentiality Agreements and, upon the request of Company, shall promptly deliver such agreements to Company.

3.05 Protection of Intellectual Property Rights. Contractor will cooperate with Company, at Company's expense, in obtaining patent, copyright, trademark or other statutory protections for each Deliverable Item, and for any of the results or proceeds of the Services, in each country in which one or more is (or is expected to be) sold, distributed or licensed and in taking any enforcement action, including any public or private prosecution, to protect Company's intellectual property rights in or to each Deliverable Item and in the results and proceeds of the Services. Contractor hereby grants Company the exclusive right, and appoints Company as attorney-in-fact, to execute and prosecute in Company's name as author or inventor or in Company's name as assignee any application for registration or recordation of any copyright, trademark, patent or other right in or to any Deliverable Item, and in or to any results and proceeds of the Services, and to undertake any enforcement action with respect to any Deliverable Item. Contractor will execute such other documents of registration and recordation as may be necessary to perfect in Company, or protect, the rights assigned to Company hereunder in each country in which Company reasonably determines such action to be prudent.

3.06 Subcontractors. Contractor shall not use any subcontractors in connection with the development and delivery of any Deliverable Item or the performance of any Service hereunder without the prior express written permission of Company. Contractor understands that any such permission shall be conditioned upon: (i) receipt by Company of a proposed subcontractor agreement in English that is at least as protective of the rights of Company, and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Secured Parties.

3.07 Security Interest. Without limiting the rights or privileges of Company in the Deliverable Items and the results and proceeds of the Services, Contractor acknowledges that Company shall be entitled to pledge the Deliverable Items, the results and proceeds of the Services and this Agreement as security for a loan and completion bond in connection with funding of development, production and distribution of certain products.

4. MATERIALS PROVIDED BY COMPANY

4.01 Limited License of Materials. To assist Contractor in providing the Services and developing the Deliverable Item, Company may from time to time provide Contractor with certain materials (both tangible and non-tangible), including intellectual property developed by Company for use in its products provided that such intellectual property shall not include any third party software, which if applicable shall be the subject of a separate sublicense agreement (the "Company Materials"). Company grants to Contractor a limited, personal, non-exclusive, revocable, royalty-free, non-assignable, non-transferable and non-

sublicensable (except as provided for herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the Company Materials solely for the purpose of providing the Services and development of the Deliverable Items pursuant to the terms of this Agreement and for no other purposes (the "Materials License"). Contractor shall obtain no rights to any Company Materials except for the limited right to use the same in providing the Services and developing the Deliverable Items as provided herein. The Materials License shall terminate upon the earliest of (i) revocation or termination by the Company, and (ii) the completion or termination of all Work Orders.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall return to Company all Company Materials and any other materials provided to Contractor hereunder or any part thereof as requested by Company.

5. CONFIDENTIALITY

5.01 Definitions.

(a) "Confidential Information" means Confidential Information of Contractor and Confidential Information of Company, except to the extent any of the following may be included therein: (i) information that becomes known to the general public without breach of the nondisclosure obligations of this Agreement, (ii) information that is obtained from a third party or independently developed (as evidenced by written records) without breach of a nondisclosure or non-use obligation and without restriction on disclosure, and (iii) information that is required by law to be disclosed in connection with any suit, action or other dispute related to this Agreement.

(b) "Confidential Information of Company" means: (i) any information concerning the existing or future products of Company, (ii) the Deliverable Items and the results and proceeds of the Services, (iii) the Company Materials and any other materials provided to Contractor by Company in order to assist Contractor in performing the Services and developing the Deliverable Items, (iv) any additional information designated in writing as "confidential" by Company or its affiliates; and (v) any information which would reasonably be expected to be confidential and/or proprietary to Company.

(c) "Confidential Information of Contractor" means any information designated in writing as "confidential" by Contractor, excluding the Confidential Information of Company.

5.02 Protection of Confidential Information. Each Party agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information of the other Party and to use at least the same degree of care that it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care, to prevent the unauthorized disclosure or use of the other Party's Confidential Information, both during and after the Term of this Agreement. Either Party may, however, disclose Confidential Information to: (i) such Party's employees to the extent necessary to fulfill obligations under this Agreement, and (ii) constituents of such Party (e.g. board of directors, stockholders, current or potential investors, legal counsel, accountants and other advisors) who are bound by confidentiality restrictions or have a fiduciary or ethical obligations to maintain the confidentiality of such information. In addition, Company may disclose Confidential Information to the Secured Parties (as defined below).

6. REPRESENTATIONS AND WARRANTIES

6.01 Contractor Representations. Contractor makes the following representations and warranties to Company:

(a) Contractor has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Company.

Parties, arising out of any information or material supplied by Contractor to Company in connection with this Agreement (including the Services and the Deliverable Items) or the breach by Contractor of any of its representations, warranties or other obligations under this Agreement.

6.03 Company Indemnity. Company shall indemnify and hold harmless Contractor and its affiliates, and their officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including reasonable legal fees and disbursements) arising out of any claims brought by third parties alleging that the Company Materials infringe upon or misappropriate any patent, copyright, trademark, trade secret, moral right, privacy right or right of publicity of such third party.

6.04 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought against the other Party (the "Indemnifying Party") pursuant to Sections 6.02 or 6.03 above, the Indemnifying Party's obligation to provide such indemnification will be conditioned on prompt notice of such claim (including the nature of the claim and the amount of damages and nature of other relief sought of known to the Indemnified Party) being provided to the Indemnifying Party by the Party against which such action is brought (the "Indemnified Party"). The Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action provided that any out-of-pocket third party expense directly related to and necessary for such cooperation shall be at the expense of the Indemnifying Party. The Indemnifying Party may, upon written notice to the Indemnified Party, undertake to conduct all proceedings or negotiations in connection with the action, assume the defense thereof, including settlement negotiations in connection with the action, and will be responsible for the costs of such defense, negotiations and proceedings. The Indemnifying Party will have sole control of the defense and settlement of any claims for which it provides indemnification hereunder, provided that the Indemnifying Party will not enter into any settlement of such claim if such settlement requires more than the payment of money or is not confidential without the prior approval of the Indemnified Party, which approval will not be unreasonably withheld. The Indemnified Party shall have the right to retain separate counsel and participate in the defense of the action or claim at its own expense. In the event that the Indemnifying Party refuses or does not promptly agree to assume control of the defense and settlement of any claim for which it must provide indemnification hereunder, then the Indemnified Party will have sole control of the defense, but will not have the right to enter into any settlement of such claim without the prior approval of the Indemnifying Party, which approval will not be unreasonably withheld.

7. TERM AND TERMINATION

7.01 Term. The "Term" of this Agreement will commence on the Effective Date and will continue until termination pursuant to the provisions set forth below:

(a) Termination for Convenience. Any party may terminate this Agreement for any reason or no reason upon the completion of all outstanding Work Orders by providing written notice to the other party.

(b) Termination for Breach. In the event of a material breach by Contractor of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by Company, then Company may immediately terminate this Agreement. In the event Company has failed to pay an undisputed invoice for Services and/or Deliverable Items which have been accepted by the Company within sixty (60) days of the invoice due date, then Contractor may immediately terminate this Agreement.

(c) Termination for Bankruptcy. Any Party may immediately terminate this Agreement upon written notice thereof (i) in the event of the commencement of any liquidation, dissolution, voluntary or involuntary bankruptcy, insolvency, receivership or similar proceeding of the other Party or (ii) if the other Party is unable to pay its debts as they become due, has explicitly or implicitly suspended payment of its debts (except debts contested in good faith) or if the creditors of the other Party have taken over its management or a substantial part of its assets.

7.02 Termination Effect. Upon the termination of this Agreement, Contractor shall immediately return to Company all Company Materials and any other materials or information provided to Contractor by Company.

7.03 Survival. The provisions of Section 3 (Ownership), Section 5 (Confidential Information), Section 6 (Representations and Warranties), this Section 7 (Term and Termination) and Section 8 (General Terms) of this Agreement shall survive the termination or expiration of this Agreement.

7.04 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LOSS OF ANTICIPATED PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GENERAL TERMS

8.01 Amendment. No amendment or modification of this Agreement will be made except by an instrument in writing signed by both Parties. No failure of either Party hereto to prosecute its rights with respect to any single or continued breach of this Agreement will act as a waiver of the right of that Party to later exercise any right or remedy granted hereunder with respect to that same or any other breach of this Agreement by the other Party hereto.

8.02 Independent Contractors. Contractor is an independent contractor, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Contractor will be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, value-added taxes and other similar taxes or charges on the payments received by Contractor hereunder.

8.03 Equitable Relief. Contractor acknowledges that the performance of its obligations hereunder and the rights assigned to Company hereunder are of a unique, unusual, extraordinary and intellectual character which gives them a special value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, that a material breach by Contractor of this Agreement will cause Company great and irreparable injury and damage and, therefore, that Company will be entitled to injunctive relief to prevent such injury or damage.

8.04 Force Majeure. Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies or any other cause reasonably beyond the control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within five (5) business days of discovery thereof, and uses its diligent, good faith efforts to cure the breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of thirty (30) days.

8.05 Assignment. This Agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company. Company may assign this Agreement to (i) any affiliated company of Company or (ii) any third party who assumes, expressly or by operation law (such as by merger), the obligations of Company hereunder, without the prior written consent of Contractor. Company also may assign this Agreement or any of its rights hereunder to any party to which it has granted a security interest pursuant to Section 3.07 (each a "Secured Party"), or to any assignee, designee, transferee of a Secured Party and/or any person who has purchased such rights from a Secured Party, without the prior written consent of Contractor.

8.06 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding

arbitration in Rhode Island in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either Party may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 5 (Confidentiality) hereof.

8.07 Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, such provision will be enforced to the extent permissible and the remaining provisions of this Agreement will not be affected.

8.08 Notices. Except as otherwise expressly provided in this Agreement, all notices sent by any Party to the other Party pursuant to or in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently given and received for the purposes of this Agreement if sent to the other Party at the address, facsimile number or email address listed below for such Party, or to such other address, facsimile number or email address of which such Party may so notify the other Party in accordance with the requirements of this Section (i) upon confirmation of receipt if delivered by hand; (ii) upon confirmation of receipt if delivered by facsimile; (iii) five business days after being sent by a reputable overnight courier; or (iv) upon receipt by the sender of a reply email from the recipient if sent by email.

If to Company:

Address: 1 Empire Plaza, Providence, RI 02903
Attention: Bill Thomas
Email: bthomas@38studios.com

If to Contractor:

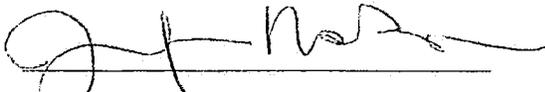
Address: 1200 N Main Street, Suite 510, Santa Ana, CA 92701
Attention: Dan Goodman
Email: dan@roboticarmsoftware.com

8.09 Complete Agreement. This Agreement, together with any Work Orders issued from time to time pursuant to this Agreement, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the Parties.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and transmission by facsimile shall be considered proper delivery for legal purposes.

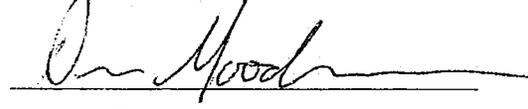
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

38 Studios, LLC



By: Jen MacLean
Title: CEO
Date: 4/25/11

Robotie Arm Software, LLC



By: Dan Goodman
Title: Studio Director
Date: 4/26/2011

EXHIBIT A

WORK ORDER FORM

Date: 4/23/11
Contractor: Robotic Arm Software, LLC
Address: 1200 N Main Street, Suite 510, Santa Ana, CA 92701
Telephone: 415-238-7973
Email address: dan@roboticarmsoftware.com

Work Order #:1

THIS WORK ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN 38 STUDIOS, LLC ("COMPANY") AND ROBOTIC ARM SOFTWARE, LLC ("CONTRACTOR") DATED APRIL 23, 2011 (THE "AGREEMENT").

Services. Contractor shall perform the services described below.

1. Create a rich text control with syntax highlighting and auto complete. Documentation for the control will also be completed.
2. Convert the following controls to WPF:
 - Composition Node Control
 - Composition Set Control
 - Path Control
 - NPCData Table
 - Player Data Table
 - Spatial Partition
 - Teleporter
 - World Constants
 - PAndLevelVariables
3. Usability passes on existing GUIs and documented recommendations for improvement.
4. Documented and approved usability guidelines.
5. Integration of off-the-shelf tree view controls. Dependency on us choosing and licensing a control package.

Deliverable Items. See services described above.

Performance or Delivery Dates. Services to be performed during the month of May, 2011.

Completion or Due Dates. Completion date for services is May 31, 2011.

Compensation. Contractor shall be compensated as described below.

1. TIME/MATERIALS:
Contractor shall be paid for time and materials at the rate of \$75 for each hour that each of its employees, up to two (2) employees in total, performs services for Company. No employee of Contractor may work more than forty (40) hours per week without prior written approval from Company. No services may be performed on any day that Company's office is closed, including Company-recognized holidays, nor shall any compensation be paid for time and materials on such days.
2. AIRFARE:
Contractor shall be reimbursed for one (1) roundtrip airfare between Boston or Providence and Contractor's home state every two (2) weeks for each of Contractor's employees, up to two (2) employees in total, who

perform services for Company. Reimbursement will be for the lesser of \$600 per roundtrip airfare or the actual cost of each roundtrip airfare.

3. PER DIEM:

Contractor shall be compensated at the per diem rate of \$120 for lodging and \$70 for meals/incidentals for each of its employees, up to two (2) employees in total, who perform services for Company.

Payment Terms. The parties agree that all invoices will be submitted on Fridays. Contractor shall submit an invoice for all compensation (along with airfare receipts) on a bi-weekly basis beginning Friday, May 13, 2011, and Company shall issue payment for such expenses within fourteen (14) days of receipt of such invoice. In addition, Company agrees to provide Consultant with a one-time advance of \$5,000 upon arrival that will offset future compensation owed to Contractor, provided that Contractor issues a credit for the amount advanced on its first invoice. Consultant agrees that entire advance shall be immediately returned on demand by Company if Company determines in its sole discretion that Consultant has failed to perform its contractual obligations or has otherwise acted in bad faith in providing services. For demonstrative purposes only, a payment schedule is provided below.

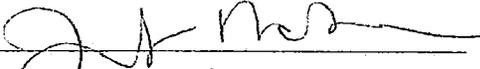
PAYMENT SCHEDULE	
Upon Arrival	\$5,000 (Advance)
May 27, 2011 (Payment for weeks beginning May 2 and May 9)	\$12,000 (Time/Materials Maximum) + \$1,500 (Time/Materials Overtime If Approved) + \$5,320 (Per Diem Maximum) + \$1,200 (Airfare Maximum) – \$5,000 (Credit for Advance) = \$15,020 (Total)
June 10, 2011 (Payment for weeks beginning May 16 and May 23)	\$12,000 (Time/Materials Maximum) + \$1,500 (Time/Materials Overtime If Approved) + \$5,320 (Per Diem Maximum) + \$1,200 (Airfare Maximum) = \$20,020 (Total)
TOTAL: \$40,040	

Additional Conditions. The parties agree that Contractor shall work on-site at Company's Providence, Rhode Island office location. Contractor acknowledges that it is responsible for making its own travel and lodging arrangements.

ACCEPTED AND ACKNOWLEDGED BY:

38 Studios, LLC

Robotic Arm Software, LLC


 By: Jen MacLean
 Title: CEO
 Date: 4/25/11


 By: Dan Goodman
 Title: Studio Director
 Date: 4/26/2011

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

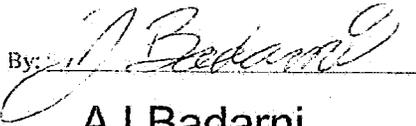
I, the undersigned, am performing services for 38 Studios, LLC ("Company") pursuant to the Work For Hire Outsourcing Agreement between Robotic Arm Software, LLC ("Contractor"), by which I am employed, and Company, dated as of April 23, 2011. In consideration of the compensation paid to me and promised to me by Contractor, I hereby agree as follows:

1. Assignment. I hereby assign and transfer, and agree to assign and transfer, all of my rights in the results and proceeds of the services that I perform for Company, and in all related intellectual property rights, to Company. At Company's request during and after my work with Company, I will assist and cooperate with Company in all respects, will execute documents, and (at Company's expense and subject to my reasonable availability) will give testimony and take further acts requested to acquire, perfect, transfer, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the results and proceeds of the services I perform, including without limitation filing of a copy of this Agreement with the appropriate government agency. I hereby appoint Company as my attorneys-in-fact to execute documents on my behalf for this purpose. For purposes of this subsection, "Moral Rights" means any rights of paternity or integrity, any right to claim authorship in the results and proceeds of the services I perform, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the results and proceeds of the services I perform, whether or not such would be prejudicial to my honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "moral" right. I hereby irrevocably transfer and assign to Company any and all Moral Rights that I may have in the results and proceeds of the services I perform. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in the results and proceeds of the services I perform, even after termination of my work on behalf of Company.

2. Confidential Information. My work for Company creates a relationship of trust and confidence between Company and me. During and after my work with Company, I will not use or disclose, or allow anyone else to use or disclose any confidential information relating to Company or its suppliers or customers except as may be necessary in the performance of my work, or as may be authorized in advance by Company. Confidential information includes the services I perform, the work being done by Company, and any information I have reason to believe Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. I have kept and will keep confidential information secret whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that becomes known to the public generally through no fault or breach of mine or that Company regularly gives to third parties without restriction on disclosure. I have not and will not use in connection with my work for Company any confidential information of any party other than Company.

3. Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Company may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 2 hereof.

4. Employer. I acknowledge and agree that I am an employee of Contractor and not Company and that I shall not be entitled to the payment of any wages or any benefits whatsoever from Company.

By: 

Name: AJ Badarni

Date: 4/24/2011

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios, LLC ("Company") pursuant to the Work For Hire Outsourcing Agreement between Robotic Arm Software, LLC ("Contractor"), by which I am employed, and Company, dated as of April 23, 2011. In consideration of the compensation paid to me and promised to me by Contractor, I hereby agree as follows:

1. Assignment. I hereby assign and transfer, and agree to assign and transfer, all of my rights in the results and proceeds of the services that I perform for Company, and in all related intellectual property rights, to Company. At Company's request during and after my work with Company, I will assist and cooperate with Company in all respects, will execute documents, and (at Company's expense and subject to my reasonable availability) will give testimony and take further acts requested to acquire, perfect, transfer, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the results and proceeds of the services I perform, including without limitation filing of a copy of this Agreement with the appropriate government agency. I hereby appoint Company as my attorneys-in-fact to execute documents on my behalf for this purpose. For purposes of this subsection, "Moral Rights" means any rights of paternity or integrity, any right to claim authorship in the results and proceeds of the services I perform, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the results and proceeds of the services I perform, whether or not such would be prejudicial to my honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "moral" right. I hereby irrevocably transfer and assign to Company any and all Moral Rights that I may have in the results and proceeds of the services I perform. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in the results and proceeds of the services I perform, even after termination of my work on behalf of Company.

2. Confidential Information. My work for Company creates a relationship of trust and confidence between Company and me. During and after my work with Company, I will not use or disclose, or allow anyone else to use or disclose any confidential information relating to Company or its suppliers or customers except as may be necessary in the performance of my work, or as may be authorized in advance by Company. Confidential information includes the services I perform, the work being done by Company, and any information I have reason to believe Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. I have kept and will keep confidential information secret whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that becomes known to the public generally through no fault or breach of mine or that Company regularly gives to third parties without restriction on disclosure. I have not and will not use in connection with my work for Company any confidential information of any party other than Company.

3. Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Company may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 2 hereof.

4. Employer. I acknowledge and agree that I am an employee of Contractor and not Company and that I shall not be entitled to the payment of any wages or any benefits whatsoever from Company.

By: Jesse Perrin

Name: Jesse Perrin

Date: April 25, 2011

(Signed for Exhibit B)

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the “**Agreement**”) is entered into on this April 12, 2011 (the “**Effective Date**”) by and between:

38 Studios Baltimore LLC, a wholly US-owned enterprise incorporated and existing under the laws of Delaware with its principal place of business at 1954 Greenspring Drive, Suite 520, Timonium MD 21093 (“**Company**”); and

Michael Hilborn, an individual contractor with an address of 129 Powder House Blvd, Somerville, MA, 02144 (the “**Contractor**,” and together with Company, the “**Parties**” and each a “**Party**”).

WHEREAS, Company has entered into a distribution agreement with a publisher (the “**Publisher**”), pursuant to which Company shall develop a video game known as Kingdoms of Amalur: Reckoning (the “**Game**”) for use on various platforms and distribution through various channels;

WHEREAS, Contractor is engaged in the business of developing content for, or otherwise performing services in connection with the development of, video games; and

WHEREAS, Company and Contractor wish to enter into an agreement pursuant to which Contractor produces content for, or performs services in connection with the development of, the Game, in each case as a “work made for hire.”

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below:

1. SERVICES AND DELIVERABLE ITEMS

1.01 Work Orders. Contractor hereby agrees to provide the services (the “**Services**”) and develop and deliver the deliverable items (the “**Deliverable Items**”) as are mutually agreed by the Parties from time to time, which Services, Deliverable Items, the dates/deadlines for their performance and delivery, and the compensation to be paid by Company therefore (along with any other relevant terms or conditions), will be set forth in one or more work orders on the form attached hereto as **Exhibit A**, or on any other form as Company may determine, created by Company and accepted by Contractor from time to time (“**Work Orders**”).

1.02 Designated Team. Within five (5) business days of receipt of the initial Work Order from Company, Contractor shall (i) designate an appropriate number of employees to provide the Services and develop the Deliverable Items that are specified in such Work Order, and (ii) provide Company with a name list of the employee members of such designated team (the “**Designated Team**”). Once the Designated Team has been established, Contractor agrees not to change members of the Designated Team during the Term (as defined below) of this Agreement, without the express written consent of Company, such consent not to be unreasonably withheld.

1.03 Acceptance of Services and Deliverable Items. Unless otherwise set forth in any Work Order, after completion of any Service and delivery of any Deliverable Item by a means acceptable to Company, Company will have ten (10) business days to examine and test the Deliverable Item to determine whether such Deliverable Item conforms to the specifications set forth in the relevant Work Order and whether such Deliverable Item is, in Company’s sole judgment, appropriate for the intended purpose of Company. Company will notify Contractor of its acceptance or rejection of the Deliverable Item and, in the case of any rejection, will provide Contractor with a reasonably detailed list of deficiencies in the Deliverable Item. If Company fails to notify Contractor of acceptance or rejection within such period, Contractor may request a

written acceptance or rejection. If Company does not provide such written acceptance or rejection by no later than ten (10) business days after Contractor's request, then the Deliverable Item will be deemed rejected. In the case of a rejection that includes a list of deficiencies, Contractor will use diligent efforts to correct the deficiencies and will resubmit the Deliverable Item, as corrected, within five (5) business days of such rejection or within such other time period as the Parties may agree. Any work done by Contractor for the correction of deficiencies in preparation to resubmit a Deliverable Item to Company shall not require any additional compensation from Company and shall not be credited toward the Man-Month (as defined in Work Order) obligations of Contractor in any Work Order. This procedure will iterate until Company either accepts the Deliverable Item or elects to complete the Deliverable Item itself or have such items completed by others.

1.04 Technical Support. The provisions of this Section 1.04 shall apply in the event that (i) the Services include the programming of software code, or (ii) the Deliverable Items include software code (in each case, the "**Contractor Software Code**").

(a) Contractor shall use best efforts to program and deliver the Contractor Software Code free of Program Errors (as defined below), and to provide Program Error Corrections (as defined below) for any Program Errors contained in the Contractor Software Code that are identified by Company prior to the commercial release of the Game.

(b) During the first six (6) months following the commercial release of the Game, Contractor shall, at no additional cost to Company or the Publisher, (i) use diligent efforts to provide a Program Error Correction for any Program Error contained in the Contractor Software Code that is identified by Company or the Publisher and (ii) pending the development and provision of each such Program Error Correction, Contractor shall use diligent efforts to deliver to Company and the Publisher an avoidance procedure or work-around to avoid or solve such Program Error.

(c) During the first twelve (12) months following the commercial release of the Game, Contractor shall ensure, at no additional cost to Company or the Publisher, that members of the Designated Team who are knowledgeable with respect to the technical and applications aspects of the Contractor Software Code are available upon reasonable notice to answer support questions from Company or the Publisher.

(d) "**Program Errors**" means any case where a software product (i) abnormally ceases functioning, (ii) produces incorrect or misleading information or erroneously interprets information given to it, (iii) does not function in accordance with its specifications or (iv) has bugs or other non-conformities with the applicable platform licensor guidelines or requirements that are identified by an applicable platform licensor and for which the applicable platform licensor requires that a correction be made.

(e) "**Program Error Correction**" means a modification of, addition to or deletion from a software product that corrects a Program Error in such product.

1.05 Communication. During the Term of this Agreement, Contractor shall (i) keep Company fully informed with respect to the progress in providing the Services and developing the Deliverable Items and (ii) give Company direct access to openly speak or otherwise communicate with members of the Designated Team with respect to the progress regarding provision of the Services and development of the Deliverable Items, provided that such access shall not unduly interfere with provision of the Services or completion of the Deliverable Items.

1.06 Notice of Noncompliance. During the Term of this Agreement, Contractor shall notify Company immediately in the event that Contractor has reason to believe that any Service or any Deliverable Item is likely to not be completed or delivered in compliance with the deadlines or other specifications contained in the relevant Work Order. Notice of such probable noncompliance shall not, however, relieve Contractor of

any liability incurred due to the breach of any terms of this Agreement or any Work Order issued pursuant hereto.

2. **COMPENSATION**

2.01 **Amount of Payments.** Company agrees to pay Contractor the sums set forth the various Work Orders within fifteen (15) business days of the date upon which Company receives an invoice for such sums, provided that no invoice shall be issued with respect to any sum prior to the due date therefore in accordance with the relevant Work Order. Contractor shall not be entitled to any compensation, other than the sums set forth in the various Work Orders, in connection with the use and exploitation of the Services, the Deliverable Items and the various rights granted, transferred and assigned to Company under this Agreement.

3. **OWNERSHIP**

3.01 **General.** Company shall own all right, title and interest in and to each Deliverable Item and the results and proceeds of the Services, including, without limitation, all elements or constituent parts thereof and all copyrights and renewals and extensions of copyrights therein and thereto, from the time of their creation by Contractor, without regard to whether such Services or Deliverable Item have been accepted by Company. Contractor acknowledges and agrees that the Deliverable Items and the results and proceeds of the Services have been ordered or commissioned for use as part of an audio visual work and shall be considered a work made for hire and that Company shall be the sole and exclusive owner thereof and of any and all copyrights and extensions or renewals thereof, and any trademarks and other intellectual property rights therein. Company shall have the exclusive right forever throughout the universe to change, adapt, modify, use, combine with other material, and otherwise exploit the Deliverable Items and the results and proceeds of the Services in all media and by any manner or media, whether now known or hereafter invented or discovered.

3.02 **Assignment.** Notwithstanding anything to the contrary in this Agreement, to the extent that ownership in any Deliverable Item does not, or the results and proceeds of any Service or any part thereof do not, vest in Company as a work made for hire, Contractor hereby assigns and transfers in whole to Company all right, title and interest in and to such Deliverable Item and the results and proceeds of such Service, including, without limitation, all copyrights and renewals and extensions of copyrights therein.

3.03 **Moral Rights.** For purposes of this subsection, “**Moral Rights**” means any rights of paternity or integrity, any right to claim authorship of the Deliverable Items or any results or proceeds of the Services, any right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Deliverable Item or any results or proceeds of the Services, whether or not such would be prejudicial to Contractor's honor or reputation, and any similar rights existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral” right. Contractor hereby irrevocably transfers and assigns to Company any and all Moral Rights that it may have in each Deliverable Item and in the results and proceeds of the Services. Contractor also hereby forever waives and agrees never to assert any and all Moral Rights it may have in any Deliverable Item or in the results or proceeds of any Service, even after termination of Contractor’s work on behalf of Company or under this Agreement.

3.04 **Employees.** Contractor agrees to require that all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), will, prior to the receipt of any Confidential Information of Company, execute an agreement substantially in the form attached hereto as **Exhibit B**, or in such other form as Contractor may choose, provided that such form is at least as protective of the rights of Company as the form attached hereto (the “**Assignment and Confidentiality Agreement**”). Contractor shall gather and maintain records of the executed Assignment and Confidentiality Agreements and, upon the request of Company, shall delivery such agreements to Company.

3.05 Protection of Intellectual Property Rights. Contractor will cooperate with Company, at Company's expense, in obtaining patent, copyright, trademark or other statutory protections for each Deliverable Item, and for any of the results or proceeds of the Services, in each country in which one or more is sold, distributed or licensed and in taking any enforcement action, including any public or private prosecution, to protect Company's intellectual property rights in or to each Deliverable Item and in the results and proceeds of the Services. Contractor hereby grants Company the exclusive right, and appoints Company as attorney-in-fact, to execute and prosecute in Company's name as author or inventor or in Company's name as assignee any application for registration or recordation of any copyright, trademark, patent or other right in or to any Deliverable Item, and in or to any results and proceeds of the Services, and to undertake any enforcement action with respect to any Deliverable Item. Contractor will execute such other documents of registration and recordation as may be necessary to perfect in Company, or protect, the rights assigned to Company hereunder in each country in which Company reasonably determines such action to be prudent.

3.06 Subcontractors. Contractor shall not use any subcontractors in connection with the development and delivery of any Deliverable Item or the performance of any Service hereunder without the prior express written permission of Company. Contractor understands that any such permission shall be conditioned upon: (i) receipt by Company of a proposed subcontractor agreement in English that is at least as protective of the rights of Company, the Publisher and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Publisher and the Secured Parties.

3.07 Security Interest. Company shall be entitled to pledge the Deliverable Items, the results and proceeds of the Services and this Agreement as security for a loan and completion bond in connection with funding of development, production and distribution of the Game.

4. MATERIALS PROVIDED BY COMPANY

4.01 Limited License of Materials. To assist Contractor in providing the Services and developing the Deliverable Item, Company may from time to time provide Contractor with certain materials, including [(i) intellectual property associated with "Kingdoms of Amalur: Reckoning" (the "Licensed Materials"), which has been licensed to Company by the Publisher, and (ii)] intellectual property developed by Company for use in the Game[, provided that such intellectual property shall not include any third party software such as the [game engine]], which if applicable shall be the subject of a separate sublicense agreement (the "Company Materials"). Company grants to Contractor a non-exclusive, revocable, royalty-free, non-assignable and non-sublicensable (except as provided for herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the [Licensed Materials and the] Company Materials solely for the purpose of providing the Services and development of the Deliverable Items pursuant to the terms of this Agreement and for no other purposes (the "Materials License"). Contractor shall obtain no rights to any [Licensed Materials or any] Company Materials except for the limited right to use the same in providing the Services and developing the Deliverable Items as provided herein. The Materials License shall terminate upon the earlier of (i) the completion or termination of all Work Orders and (ii) the completion of the Game by Company.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall return to Company all [Licensed Materials,] Company Materials and any other materials provided to Contractor hereunder or any part thereof as requested by Company.

4.03 No Local Copies of Data. Contractor shall not make or retain any copies, including local copies, of any data that it uses to perform its editing tasks or any of its other obligations under this Agreement.

5. CONFIDENTIALITY

5.01 Definitions.

(a) **“Confidential Information”** means Confidential Information of Contractor and Confidential Information of Company, except to the extent any of the following may be included therein: (i) information that becomes known to the general public without breach of the nondisclosure obligations of this Agreement, (ii) information that is obtained from a third party or independently developed without breach of a nondisclosure obligation and without restriction on disclosure, and (iii) information that is required to be disclosed in connection with any suit, action or other dispute related to this Agreement.

(b) **“Confidential Information of Company”** means: (i) any information concerning the existing or future products of Company, (ii) the Mutual Confidential Information, (iii) the Deliverable Items and the results and proceeds of the Services, (iv) the [Licensed Materials, the] Company Materials and any other materials provided to Contractor by Company in order to assist Contractor in performing the Services and developing the Deliverable Items, and (vi) any additional information designated in writing as “confidential” by Company or its affiliates.

(c) **“Confidential Information of Contractor”** means: (i) the Mutual Confidential Information, and (ii) any information designated in writing as “confidential” by Contractor, excluding the Confidential Information of Company that is not Mutual Confidential Information.

(d) **“Mutual Confidential Information”** means: (i) the terms of this Agreement, including any exhibit or amendment hereto, (ii) the contents of any Work Order, and (iii) the contents of any discussions directly or indirectly related to (i) and (ii) of this subparagraph 5.01(d).

5.02 **Protection of Confidential Information.** Each Party agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information of the other Party and to use at least the same degree of care that it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care, to prevent the unauthorized disclosure or use of the other Party’s Confidential Information, both during and after the Term of this Agreement. Either Party may, however, disclose Confidential Information to: (i) such Party’s employees to the extent necessary to fulfill obligations under this Agreement, and (ii) constituents of such Party (e.g. board of directors, stockholders, current or potential investors, legal counsel, accountants and other advisors) who are bound by confidentiality restrictions or have a fiduciary or ethical obligations to maintain the confidentiality of such information. In addition, Company may disclose Confidential Information to the Publisher and the Secured Parties (as defined below).

6. **REPRESENTATIONS AND WARRANTIES**

6.01 **Contractor Representations.** Contractor makes the following representations and warranties to Company:

(a) Contractor has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Company.

(b) This Agreement has been duly authorized by Contractor and, when executed by the Parties, will constitute a valid and legally binding agreement of Contractor, enforceable in accordance with its terms.

(c) Compliance by Contractor with all of the provisions of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under, any agreement or instrument to which Contractor is a party. Contractor will not enter into any agreement that conflicts with any of the terms and conditions of this Agreement during the Term of this Agreement.

(d) Except for the [Licensed Materials and the] Company Materials with respect to which Contractor makes no representation, the Services and each of the Deliverable Items (i) will be the result of solely the original work of Contractor, (ii) do not and will not infringe upon or misappropriate any copyright, trademark, trade secret, moral right, privacy right or right of publicity of any third party, and (iii) to the best of Contractor's knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.

(e) Contractor is the sole and exclusive owner of its contributions to the Deliverable Items, and to the results and proceeds of the Services, subject only to the rights of Company and the Secured Parties.

(f) Contractor has not previously granted and will not grant any rights in its contributions to the Deliverable Items or the results and proceeds of the Services to any third party which are inconsistent with the rights assigned to Company herein.

(g) Contractor warrants that the Services will be performed in accordance with, and the Deliverable Items will conform to, all applicable laws and regulations as well as the professional standards of the industry and shall not contain any viruses, Easter Eggs, deliberate crash bugs, pornographic material or similar content (as such terms or similar terms are customarily understood in the interactive entertainment industry).

(h) Contractor shall be solely responsible for any hardware, network devices and other equipment ("**Hardware**") and any software programs and tools ("**Software**") necessary to perform the Services and create the Deliverable Items, other than any such materials that Company provides to Contractor pursuant to Section 4 hereof or pursuant to a separate sublicense agreement. The Hardware and Software shall conform to any minimum requirements set forth in the applicable Work Order or as otherwise specified by Company. Consultant represents and warrants that all Hardware and Software used by Consultant shall be properly licensed at all times from the applicable owner.

(i) Except as explicitly set forth in the applicable Work Order or as expressly approved in writing by Company, Contractor has not and will not incorporate into any Contractor Software Code any undisclosed (i) non-playable, "locked-out," or otherwise hidden, content, or (ii) development tools or bugs that would cause any of the foregoing content to become available through game play by the use of hacks or unlock codes, (iii) intellectual property, software, copyrighted works or other material owned by any third party, including without limitation, any "open source" software, "shareware," "freeware" or similar software. Contractor hereby agrees not to add any additional undisclosed content to any Contractor Software Code or game build following its review and rating by the Entertainment Software Ratings Board or other applicable ratings agency with authority over the Game.

6.02 Contractor Indemnity. Contractor shall indemnify and hold harmless Company and its affiliates, and their officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including reasonable legal fees and disbursements) arising out of any claims brought by third parties, including but not limited to the Publisher and the Secured Parties, arising out of any information or material supplied by Contractor to Company in connection with this Agreement or the breach by Contractor of any of its representations, warranties or other obligations under this Agreement.

6.03 Company Representations. Company makes the following representations and warranties to Company:

(a) Company has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Contractor.

(b) This Agreement has been duly authorized by Company and, when executed by the Parties, will constitute a valid and legally binding agreement of Company, enforceable in accordance with its terms.

(c) Compliance by Company with all of the provisions of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under, any agreement or instrument to which Company is a party. Company will not enter into any agreement that conflicts with any of the terms and conditions of this Agreement during the Term of this Agreement.

(d) The Company Materials (i) do not and will not infringe upon or misappropriate any copyright, trademark, trade secret, moral right, privacy right or right of publicity of any third party, and (iii) to the best of Companys' knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.

6.04 Company Indemnity. Company shall indemnify and hold harmless Contractor and its affiliates, and their officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including reasonable legal fees and disbursements) arising out of any claims brought by third parties arising out of the Company Materials or the breach by Company of any of its representations, warranties or other obligations under this Agreement.

6.05 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought against the other Party (the "**Indemnifying Party**") pursuant to Sections 6.02 or 6.04 above, the Indemnifying Party's obligation to provide such indemnification will be conditioned on prompt notice of such claim (including the nature of the claim and the amount of damages and nature of other relief sought) being provided to the Indemnifying Party by the Party against which such action is brought (the "**Indemnified Party**"). The Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action provided that any material out-of-pocket third party expense directly related to and necessary for such cooperation shall be at the expense of the Indemnifying Party. The Indemnifying Party may, upon written notice to the Indemnified Party, undertake to conduct all proceedings or negotiations in connection with the action, assume the defense thereof, including settlement negotiations in connection with the action, and will be responsible for the costs of such defense, negotiations and proceedings. The Indemnifying Party will have sole control of the defense and settlement of any claims for which it provides indemnification hereunder, provided that the Indemnifying Party will not enter into any settlement of such claim if such settlement requires more than the payment of money or is not confidential without the prior approval of the Indemnified Party, which approval will not be unreasonably withheld. The Indemnified Party shall have the right to retain separate counsel and participate in the defense of the action or claim at its own expense. In the event that the Indemnifying Party refuses or does not promptly agree to assume control of the defense and settlement of any claim for which it must provide indemnification hereunder, then the Indemnified Party will have sole control of the defense, but will not have the right to enter into any settlement of such claim without the prior approval of the Indemnifying Party.

7. TERM AND TERMINATION

7.01 Term. The "**Term**" of this Agreement will commence on the Effective Date and will continue until the earlier of (i) the day that is one year after the date upon which the Game is commercially released, (ii) the termination of this Agreement by mutual consent of the Parties, or (iii) the termination of this Agreement pursuant to the provisions set forth below:

(a) Termination for Breach. In the event of a material breach by either Party of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by the other Party, then the nonbreaching Party may immediately terminate this Agreement.