WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "**Agreement**") is entered into on this May 3,2010 (the "**Effective Date**") by and between:

38 Studios Baltimore LLC, a Delaware limited liability company with its principal place of business at 1954 Greenspring Drive, Suite 520, Timonium MD 21093 ("**Company**"); and

Ben Caldwell, an individual contractor with with an address of 13 Glen Ln. Port Washington, NY 11050 (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 developed a video game known as Mercury (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 therefor (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 Delieverable Item shall be due and payable until Company has accepted such Delieverable 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. 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 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 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. Without limiting the rights or privileges of Company in the Deliverable Items and the results and proceeds of the Services, Contractor acknoweldges 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 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 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 Deliverale 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 Delieverable 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 Publisher and 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 Delieverble 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.

(c) Termination due to Game Cancelation. Company may terminate this Agreement at any time by giving written notice to Contractor if the Publisher terminates the distribution agreement for 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. 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 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, 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: 1954 Greenspring Drive, Suite 520, Timonium MD 21093

Attention: Timothy Train
Facsimile: (410) 842-0046
Telephone: (410) 842-0033
Email: timtrain@bighugegames.com

If to Contractor:

Address: 13 Glen Ln. Port Washington, NY 11050

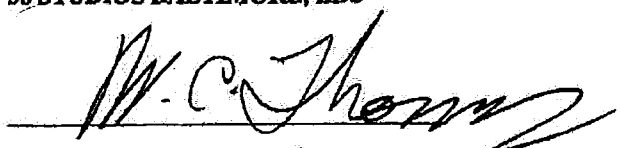
Attention: Ben Caldwell
Facsimile:
Telephone: (516)944-0937
Email: bencaldwellart@hotmail.com

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.

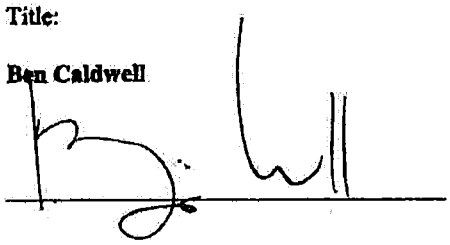
38 STUDIOS BALTIMORE, LLC



Name: William C Thomas.

Title:

Ben Caldwell



Name: Ben Caldwell

Title: Concept Artist

EXHIBIT A

WORK ORDER FORM

Date: May 3, 2010 **Work Order #:26**
Contractor: Ben Caldwell
Address: 13 Glen Ln. Port Washington, NY 11050
Telephone: (516)944-0937
Email address: bencaldwellart@hotmail.com

THIS WORK ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN 38 STUDIOS BALTIMORE ("**COMPANY**") AND Ben Caldwell ("**CONTRACTOR**") DATED May 3, 2010 (THE "**AGREEMENT**").

Services: Consultant will provide Concepts of House of Valor clutter as detailed below.

[illegible]	[illegible]	[illegible]
1 full-color ¾ top-down view of the building itself, showing architectural details and scale		US $208
3 black-and-white drawings of interior shots from the player's perspective (Our game is 3rd person view)		US $208
Any additional sketches of décor or clutter if necessary		US $209
TOTAL:		US $625

Additional Conditions:

None

Company Contact Person: Tim Coman

Contact Email Address: tcoman@bighugegames.com

Company Authorization: _____

Acknowledged by

By: _____

Name: BEN CALDWELL

B3712867.2

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios Baltimore, LLC ("**Company**") pursuant to the Work For Hire Outsourcing Agreement between Ben Caldwell ("**Contractor**"), by which I am employed, and Company, dated as of May 3,2010. 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: BEN CALDWELL

Date: MAY 3, 2010

B3712867.2

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "**Agreement**") is entered into on this 3rd day of March, 2010 (the "**Effective Date**") by and between:

38 Studios Baltimore LLC, a Delaware limited liability company with its principal place of business at 1954 Greenspring Drive, Suite 520, Timonium MD 21093 ("**Company**"); and

Jonathan Clark, an individual contractor with with an address of 616 Memorial Heights dr. #16211 Houston, TX 77007 (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 developed a video game known as Mercury (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 therefor (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 Delieverable Item shall be due and payable until Company has accepted such Delieverable 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. Written documents generated by Jonathan Clark 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 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 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. 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 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 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 Deliverale 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 Delieverable 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 Publisher and 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 Delieverble 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.

(c) Termination due to Game Cancelation. Company may terminate this Agreement at any time by giving written notice to Contractor if the Publisher terminates the distribution agreement for 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. 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 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, 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: 1954 Greenspring Drive, Suite 520, Timonium MD 21093

Attention: Timothy Train
Facsimile: (410) 842-0046
Telephone: (410) 842-0033
Email: timtrain@bighugegames.com

If to Contractor:

Address: 4444 Oakdale Crescent Court Apt 235 Fairfax, VA 22030

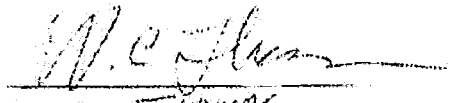
Attention: Jonathan Clark
Facsimile:
Telephone: 281-785-2573
Email: jonathan.clark1979@gmail.com

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.

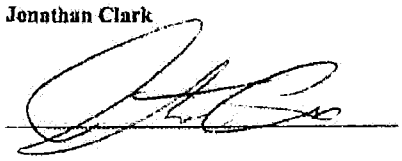
38 STUDIOS BALTIMORE, LLC



Name: W C THOMAS

Title: COO

Jonathan Clark



Name: Jonathan Clark

Title: Character Artist

EXHIBIT A

WORK ORDER FORM

Date: March 19th – March 26th, 2010 Work Order #:___
Contractor: Jonathan Clark
Address: 616 Memorial Heights dr. #16211 Houston, TX 77007
Telephone: 281-785-2573
Email address: jonathan.clark1979@gmail.com

THIS WORK ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN 38 STUDIOS BALTIMORE ("COMPANY") AND JONATHAN CLARK ("CONTRACTOR") DATED 03/11/2010 (THE "AGREEMENT").

Services: Consultant will provide 3D model and textures of Boggar FleshReaver.

DELIVERABLE ITEM	DELIVERY DATE	AMOUNT (subject to the conditions below)
One Boggart FleshReaver mask modeled and textured		US $500
TOTAL:		US $500

Additional Conditions:

None

Company Contact Person: Tim Coman

Contact Email Address: tcoman@bighugegames.com

Company Authorization: _____

Acknowledged by

By: _____

Name: Jonathan Clark

83712[illegible]

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios Baltimore, LLC ("**Company**") pursuant to the Work For Hire Outsourcing Agreement between Jonathan Clark ("**Contractor**"), by which I am employed, and Company, dated as of March 1st, 2010. 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: Jonathan Clark

Date: 3/18/10

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "**Agreement**") is entered into on this 3rd day of March, 2010 (the "**Effective Date**") by and between:

38 Studios Baltimore LLC, a Delaware limited liability company with its principal place of business at 1954 Greenspring Drive, Suite 520, Timonium MD 21093 ("**Company**"); and

Eric Deschamps, an individual contractor with with an address of 1111 Albany Post Road, Gardiner, NY 12525 (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 developed a video game known as Mercury (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 therefor (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 Delieverable Item shall be due and payable until Company has accepted such Delieverable 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. Written documents generated by Eric Deschamps 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 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 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. Without limiting the rights or privileges of Company in the Deliverable Items and the results and proceeds of the Services, Contractor acknoweldges 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 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 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 Deliverale 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 Delieverable 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 Publisher and 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 Delieverble 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.

(c) Termination due to Game Cancelation. Company may terminate this Agreement at any time by giving written notice to Contractor if the Publisher terminates the distribution agreement for 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. 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 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, 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: 1954 Greenspring Drive, Suite 520, Timonium MD 21093

Attention: Timothy Train
Facsimile: (410) 842-0046
Telephone: (410) 842-0033
Email: timtrain@bighugegames.com

If to Contractor:

Address: 1111 Albany Post Road, Gardiner, NY 12525

Attention: Eric Deschamps
Facsimile:
Telephone: 845-633-8806
Email: eric@ericdeschamps.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 BALTIMORE, LLC

Name: W.C Thomas

Title: COO

Eric Deschamps

Name: Eric Deschamps

Title: Concept Artist