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CHFP041

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in black type or
bold block
lettering

* Insert full name
of company

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

A fee of £10 is payable to Companies House in
respect of each register entry for a mortgage
charge

COMPANIES HOUSE
FEE PAID
EDINBURGH

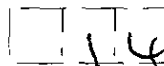
410

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies

For official use Company number

(Address overleaf - Note 6)



160499

Name of company

***VIS Entertainment plc ("the Company")**

Date of creation of the charge (note 1)

27 August 2003

Description of the instrument (if any) creating or evidencing the charge (note 1)

Floating Charge

Amount secured by the charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred to the Creditor by the Company, and including interest, and other lawful charges or expenses which the Creditor may in the course of its business charge or incur in respect of any of those matters and so that interest shall be calculated at two per cent (2%) per annum over the base rate from time to time of The Governor and Company of the Bank of Scotland.

Names and addresses of the persons entitled to the charge

SOE Development Limited, (Company Number 4856653)**Carmelite, 50 Victoria Embankment, London EC4Y ODX ("the Creditor")**

Presenter's name, address, telephone
number and reference (if any):

**Alan Barr
McClure Naismith
292 St. Vincent Street
Glasgow G2 5TQ
DX GW64 Glasgow**

For official use

Charges section

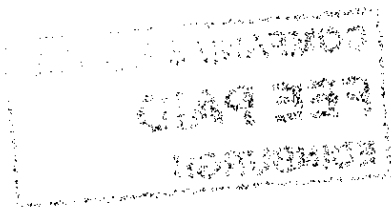
Post room



SCT SJWAYNXZ 0361
COMPANIES HOUSE 30/08/03

Short particulars of all the property charged

The IPR Assets as defined in the attached schedule.



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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The Company is prohibited from granting or creating subsequent to the date of the Charge any fixed security or any other floating charge (as defined by the Companies Act 1985) having priority over or ranking pari passu with the Charge, otherwise than in favour of the Creditor.

In the event that the Company grants or creates any fixed security or floating charge in breach of the foregoing prohibition, the Charge shall rank in priority to that fixed security or floating charge.

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed *X* *McGee Nairn*

Date 29 August 2003

On behalf of ~~[company]~~ [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

† delete as
appropriate

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/ or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is:-

Companies House
37 Castle Terrace
Edinburgh EH1 2EB

Schedule to Form 410

"IPR Assets" means the Company's whole right, title and interest and benefit in and to (a) the Product, the Related Materials and the Marketing Materials, and (b) the Intellectual Property Rights in each of the Product, the Related Materials and the Marketing Materials subject to the Third Party Agreements but incorporating rights in "State of Emergency" to the extent used or proposed to be used in "State of Emergency II" provided that the Company shall continue to own and shall be entitled to use the rights in "State of Emergency" other than in relation to the development and exploitation of "State of Emergency II";

"GoD Agreement" means the agreement between the Company and Gathering of Developers, Inc dated 9 July 2003;

"Intellectual Property Rights" means all patents, copyright, design right, registered designs, trade and services marks (registered and unregistered), know-how, rights in relation to databases, rights in confidential information and all other intellectual property rights throughout the world for the full term of the rights concerned, including: (a) all registrations and pending registrations relating to any such rights, the benefit of any pending applications and the right to make applications for any such registrations; and (b) all reversions, extensions, revivals and renewals of any such rights;

"Letter of Waiver" means the Letter of Waiver by Take-Two addressed to the Company dated 19 June 2003;

"Marketing Materials" means any and all text, drawings, artwork, sketches, films, video and cartoon sequences, sound recordings, and all other materials created by or on behalf of the Company with a view to their inclusion in any instruction manuals, user guides, advertising, marketing or other promotional materials, publications or releases in whatever format relating to the Product;

"Object Code" means machine readable code incorporated in the Product;

"Product" means the interactive computer software program(s) currently known as "State of Emergency II" (which incorporates certain elements of State of Emergency) developed, or to be developed, by or on behalf of the Company including all Source Code, Object Code and other code and security devices and shall include (a) any modifications, patches, upgrades, workarounds and enhancements relating to the Product by the Company or any third party with the Company's consent or at its direction, (b) any code derived or reverse-engineered from the aforementioned software program(s); but excluding any subsequent sequels to "State of Emergency" or "State of Emergency II"; and

"Related Materials" means all manuals, instructions, user guides, films, video and cartoon sequences, sound recordings, artistic works, dramatic works, literary works, arrangements of music, performances, scripts, designs, artwork, photographs, storyboards, flow charts, listings, graphics, visual design, getup, look and feel, appearance and style interfaces, user interfaces, treatments, design documents, outlines, plots, storyboards, proposals and ideas relating to the Product;

"Source Code" means all computer code in human-readable form written by or on behalf of the Company in connection with the Product including, without limitation, a full source language statement of the Product, with all related flow charts, schematics, diagrams and annotations, which are together sufficient to enable an appropriately skilled third party

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analyst or programmer to complete, maintain or enhance the Product without the help of any other person or reference to any other material;

"Take-Two Agreements" means the agreements between the Company and Take-Two Interactive Software Inc dated 10 February 2000 and 27 September 2002;

"Third Party Agreements" means the Take-Two Agreements and the GoD Agreement as amended by the Letter of Waiver;

HUS

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 160499

I hereby certify that a charge created by

VIS ENTERTAINMENT PLC

on 27 AUGUST 2003

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of SOE DEVELOPMENTS LIMITED

was delivered pursuant to section 410 of the Companies Act, 1985,
on 30 AUGUST 2003

Given at Companies House, Edinburgh
2 SEPTEMBER 2003



C O M P A N I E S H O U S E



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC160499 CHARGE: 14

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
30/08/2003		27/ 8/03 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	WHOLE RIGHT TITLE AND INTEREST IN 'STATE OF EMERGENCY' & 'STATE OF EMERGENCY II'	SOE DEVELOPMENTS LIMITED

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC160499 CHARGE: 14

(8)	(9)	(10)	(11)	(12)		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
<p>COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE</p>						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC160499 CHARGE: 14

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
	VIS ENTERTAINMENT PLC SOE DEVELOPMENT LIMITED THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND				