

**RECORDATION FORM COVER SHEET  
 PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Mad Catz, Inc.

Execution Date(s) June 23, 2009

Additional names of conveying parties attached?  Yes

No

**2. Name and address of receiving party(ies)**

Name: Wachovia Capital Finance Corporation (Central)

Internal  
 Address: \_\_\_\_\_

Street Address: 150 South Wacker Drive

City: Chicago

State: IL

Country: USA

Zip: 60606

Additional names, addresses, or citizenship attached?  Yes  No

**3. Nature of conveyance:**

- Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest  
 Executive Order 9424, confirmatory License  
 Other First Amendment to Patent Security Agreement  
recorded on 11/20/2000, real 011238 frame 0903

**4. Application or patent number(s)**

A. Patent Application No. (s)  
See Schedule I Attached

This document is being filed together with a new application.

B. Patent No.(s)  
See Schedule I Attached

Additional numbers attached?  Yes  No

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwerts.com

**6. Total number of applications and registrations involved: 8**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$360-**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information:**

a. Credit Card Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

**9. Signature:**

Mercedes Farinas  
 Signature  
 Mercedes Farinas  
 Name of Person Signing

2/17/10  
 Date

Total number of pages including cover sheet, attachments, and document. 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$360.00 60795315

## SCHEDULE I

### Pledged Patents

1. US Patent No. Des 380 783  
Owner: Mad Catz, Inc.  
Title: Adv Control Pad (Design PSX 8002)
2. US Patent No. Des 392 342  
Owner: Mad Catz, Inc.  
Title: Adv Control Pad (Design N64 5326)
3. US Patent No. Des US60/795,315  
Owner: Mad Catz, Inc.  
Title: Game Controller with Different Joystick Sensitivity Selection
4. US Patent No. Des US60/795,316  
Owner: Mad Catz, Inc.  
Title: PSP Gun Controller
5. US Patent No. Des US60/831,410  
Owner: Mad Catz, Inc.  
Title: Solar Power Wireless Game Controller
6. US Patent No. Des 11/417,788  
Owner: Mad Catz, Inc.  
Title: Wearable Personal Sound Delivery Apparatus
7. US Patent No. Des 394 055  
Owner: Mad Catz, Inc.  
Title: Memory pack Design
8. US Patent No. Des 380503  
Owner: Mad Catz, Inc.  
Title: - Analog Steering Wheel for Video Games
9. US Patent No. Des 09 309 343 - Lap (Design)  
Owner: Mad Catz, Inc.

**FIRST AMENDMENT TO PATENT SECURITY AGREEMENT**

THIS FIRST AMENDMENT dated as of the 7<sup>th</sup> day of June, 2009.

BETWEEN:

**MAD CATZ, INC.**

(the "Grantor")

OF THE FIRST PART

- and -

**WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL)**  
(formerly known as Congress Financial Corporation (Central), as US collateral agent )

(together with its successors and assigns, the "Agent")

OF THE SECOND PART

**WHEREAS**

- A. Grantor entered into a Patent agreement dated as of September 25, 2000 (the "Patent Agreement") pursuant to which, *inter alia*, Grantor granted a first priority security interest in all of the Grantor's right, title and interest in all of its Patents and Patent Licenses, all reissues, continuations of the foregoing and all goodwill of the business connected with the use of, and symbolized by, each Patent and each Patent License, listed on Schedule I attached thereto to Agent.
- B. Grantor wishes to amend the Patent Agreement as set out herein.

**NOW THEREFORE** in consideration of \$1.00 and for other good and valuable consideration, the parties hereto agree as set out herein.


1. This First Amendment is an amendment to the Patent Agreement. Unless the context of this First Amendment otherwise requires, the Patent Agreement and this First Amendment shall be read together and shall have effect as if the provisions of the Patent Agreement and this First Amendment were contained in one agreement.
2. The term "Patent Security Agreement" when used in the Patent Agreement means the Patent Agreement as amended by this First Amendment, together with all amendments, modifications, supplements, extensions, renewals, restatements, replacements and novations thereof from time to time.
3. Schedule I to the Patent Agreement is hereby amended to add the Patents listed in Schedule I attached hereto.


4. This First Amendment may be executed and delivered by each party in counterparts by email (in portable document format), facsimile transmission or original signature and the parties hereto may rely on all counterpart signatures as though same were original signatures and all such counterparts taken together shall form one agreement.
5. The validity, interpretation and enforcement of this First Amendment, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois without giving effect to principles of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF the undersigned has executed this First Amendment as of the day and year first above written.

MAD CATZ, INC.

By:   
Name: DARREN RICHARDSON  
Title: CEO

By:   
Name: STEFFI HALPERIN  
Title: CEO

WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

First Amendment to Patent Agreement

IN WITNESS WHEREOF the undersigned has executed this First Amendment as of the day and year first above written.

MAD CATZ, INC.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Bruno Mallo  
Title: Assistant Vice President  
Wachovia Capital Finance of Canada

First Amendment to Patent Agreement