

ACTIVISION

3100 Ocean Park Boulevard

Santa Monica, California 90405

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www.activision.com

Product: Tony Hawk's Project 8

Master: " "

Artist:

Licensor:

MASTER USE LICENSE AGREEMENT

This Master Use License Agreement (this "**Agreement**") is made and entered into effective as of August 9, 2012 ("**Effective Date**") by and between *Hieroglyphics* ("**Licensor**"), c/o Michael Ashburne, with address located at Law Offices of Michael Ashburne, 539 Summit Drive, Pinole, CA and Activision Publishing, Inc. ("**Activision**"), a Delaware corporation with offices located at 3100 Ocean Park Blvd., Santa Monica, CA 90405, U.S.A.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. In consideration of the flat rate, all-in fee (such fee is deemed to (a) include, without limitation, any and all royalties due to any artists and producers of the Master (as defined below), and any master-use sample licensors, and (b) exclude any publishing fees) _____ \$\$\$\$\$\$, Licensor hereby grants to Activision, for a period of Ten (10) years from the initial commercial release date of the Activision Product (as defined below) (the "**Term**"), a non-exclusive, worldwide license to reproduce the master recording (as a full use or partial use depending on space limitations) entitled "At the Helm" (the "**Master**") as performed by the artist known as the *Hieroglyphics* (the "**Artist**"), in digital machine-readable form for use in Activision's entertainment software product entitled *Tony Hawk's Project 8* (the "**Activision Product**"), and to reproduce, distribute and sell copies of the Activision Product on or via any and all platforms, operating systems, devices or methods of distribution pursuant to which interactive entertainment software may be used by or delivered to end-users, whether now existing or hereafter created, including, but not limited to, set-top/console video game systems, such as Sony PlayStation 1, 2 and 3, Nintendo GameCube, Microsoft Xbox and Xbox 360, handheld electronic devices, such as PlayStation PSP, Nintendo DS, Game Boy Advance and Game Boy Color, personal computer based operating systems, such as Microsoft Windows and Apple Macintosh, online, satellite, broadband and cable, television set-top boxes, wireless devices (such as personal digital assistants and mobile telephones), pay-per-play arcade systems and other forms of location-based entertainment, and any successors and updates to such platforms, systems, devices and methods of distribution. Such grant of rights shall extend to and include any "in context" promotional demonstration versions, promotional game trailers, promotional videos (including "making of" videos and programs created by third parties for the Activision product) and other advertisements for or incorporated into the Activision Product to be distributed, broadcast and/or publicly exhibited gratis (including, without limitation, within retail versions of other Activision products and via radio, television and the Internet) solely for the purposes of advertising and promoting the sale of the Activision Product. All rights in the Master not specifically granted to Activision in this license are specifically reserved and retained by Licensor, including, but not limited to, all phonograph record rights. Activision specifically

acknowledges it has no ownership, copyright or royalty interest in the Master, and no right to distribute the Master in any way separate and apart from the Activision Product. Activision shall also have the right to use and publish Artist's professional name(s), pre-approved likeness(es), and pre-approved biographical material for advertising and trade purposes solely in connection with the promotion and sale of the Activision Product, together with all names of artists of other master recordings used in the Activision Product. Activision shall not make any change in the basic melody, fundamental character or lyrics of the Licensed Work (other than being faded in, faded out and looped) or make any use of the title thereof (other than as the title presently is used in the Activision Product).

2. Licensors shall be accorded a credit as mutually agreed to by the parties on-screen within the Activision Product.

3. Licensors will receive one (1) complimentary copy of the Activision Product on the platform of Licensors's choice.

4. Licensors represents and warrants to Activision that: (a) Licensors has the right to enter into this Agreement and grant Activision all rights as provided herein; (b) neither the Master nor any authorized use thereof by Activision pursuant to this Agreement will violate or infringe upon the rights of any third party; and (c) Licensors shall be responsible for paying any and all royalties due to any artists or producers of the Master and any master-use sample licensors. Licensors shall indemnify, defend and hold Activision harmless from and against all liabilities, losses, damages, costs and expenses (including outside legal fees) arising out of, or associated with, any claim or action brought against Activision for infringement arising from Activision's use of the Master in accordance with this Agreement. Licensors's indemnification of Activision is conditioned upon (i) Activision providing Licensors with prompt written notice of any claim or demand inconsistent with the foregoing warranties; (ii) Activision's full cooperation with the defense of any claim; and (iii) Activision's consent to be represented by counsel of Licensors's choice.

5. In the event a party shall breach any material term or provision of this Agreement and fail to cure the same within thirty (30) days after written notice to the defaulting party of such violation, then, except as hereinafter provided, the other party shall have the right to terminate this Agreement upon written notice to the defaulting party. Notwithstanding the foregoing, the parties retain all rights and remedies at law or equity. Expiration or early termination of this Agreement shall automatically terminate the rights and licenses granted hereunder. No such expiration or termination shall affect the rights of end users of the Activision Product distributed pursuant to this Agreement, nor the rights of any other purchaser of the Activision Product. Following the expiration of the Term or the earlier termination of this Agreement, Activision shall not have any obligation to repurchase units of the Activision Product sold into distribution during the Term and may continue to distribute units of the Activision Product manufactured prior to such expiration or early termination until such time as the supply of such products is exhausted; provided, however, that, during the Term, Activision shall not manufacture more units of the Activision Product than Activision reasonably expects to sell during the Term. The following Sections shall survive the expiration or termination of this Agreement: 4, 5 and 6.

6. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, thereby superseding all prior negotiations, preliminary agreements, correspondence or understandings, written or oral. No amendment or modification of this Agreement will be made except by an instrument in writing signed by both parties. If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, either such provision will be deemed amended to conform to such laws or regulations without materially altering the intentions of the parties and enforced accordingly or it shall be stricken and the remainder of this Agreement shall remain in full force and effect. This Agreement may be assigned by either party, provided, however, that each party shall remain primarily liable for the performance of all its obligations under the terms and conditions of this Agreement. Nothing contained in this Agreement will be deemed to require Activision or its assigns to publish, record, reproduce or otherwise use the Master, whether in connection with the Activision Product or otherwise. Substantive laws of California shall apply to this Agreement, and the parties consent to the exclusive jurisdiction of the courts in Los Angeles County.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ACTIVISION:

LICENSORS:

Activision Publishing, Inc.

Hieroglyphics

By: _____

By: _____

Name: _____

Name: _____

Title: Vice President, Business & Legal Affairs

Title: _____

Federal ID #: _____