

SETTLEMENT BETWEEN PARTIES

THIS SETTLEMENT is made as of May 27, 2009 (the “Effective Date”)

PARTIES

Mobigame SARL, A french company, with office at 85 boulevard Pasteur, 75015 Paris, FRANCE (“MOBIGAME”)

and

Edge Games Inc. An American corporation, with office at 530 South Lake Avenue, Suite 171, Pasadena, California 91101, United States (“EDGE GAMES”)

WHEREAS

EDGE GAMES own the trademark THE EDGE in the United States for international class 9, including video games (serial number 3559342)

MOBIGAME own the trademark EDGE in Europe for international class 9, including video games (serial number 0998834)

MOBIGAME wants to use its trademark in the United States as the title of its video game, and EDGE GAMES wants to use its trademark in Europe for different goods and services related to video games

For these reasons, concerning their respective trademarks registered for international class 9, both parties reach this settlement

NOW THEREFORE IT IS AGREED as follows:

1. EDGE GAMES will use freely its registered trademark in the United States
2. EDGE GAMES will use the trademark EDGE in Europe for computers, magazine, publisher name of its games, and for other good and services which are not similar to good or services of the trademark owns by MOBIGAME in this territory
3. EDGE GAMES will ask the permission to MOBIGAME anytime it wants to use the trademark EDGE for a good or service which does not fit the description above. A fee of 5% should be paid to other party if the trademark was used without permission.
4. EDGE GAMES will never release a game named simply EDGE
5. MOBIGAME will use freely its registered trademark in Europe

6. MOBIGAME will use the trademark EDGE in the United States only for the title of its video game EDGE, or for good and services which are not similar to good or services of the trademarks own by EDGE GAMES in this territory

7. MOBIGAME will ask the permission to EDGE GAMES anytime it wants to use the trademark EDGE for a good or service which does not fit the description above. A fee of 5% should be paid to other party if the trademark was used without permission.

8. Both parties will make their best to allow each other to grow their business in both territories

9. Both parties will not make opposition or demand of cancellation to existing trademarks of the other party related to the mark EDGE

10. Both party renounce to claim for a potential prejudice already suffered if it is cover by the present settlement

11. If a party is having a legal issue with its trademark in its territory, it must alert the other party immediately (delay of 24 hours), so each party will be responsible of any prejudice they made to a third party

12. An official press release will follow this settlement: "EDGE GAMES and MOBIGAME reached an amicable settlement to the legal issue about the game EDGE released on the iPhone". No confidential information should be given to journalist or anyone asking for details during 10 (ten) years

13. This settlement shall be deemed to have been construed and shall be enforced in accordance with and be governed by the laws of France (excluding conflict of law rules). Any dispute controversy or claim arising out of or in connection with this settlement, or the breach, termination or invalidity thereof, shall in such case be settled by arbitration in Paris, France in accordance with the Rules of the Paris Chamber of Commerce.

All awards may if necessary be enforced by any court having jurisdiction in the same manner as a judgment in such court. The parties undertake and agree that all arbitral proceedings conducted under this clause shall be kept confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

IN WITNESS WHEREOF, this settlement is executed as of the Effective Date set forth above.

MOBIGAME SARL
Mr. David Papazian, Gérant

EDGE GAMES INC.
Dr. Tim Langdell, CEO