

**Exhibit 1**

**(Management Loyalty Plan)**

## MANAGEMENT LOYALTY PLAN

1. The eight remaining Sale Incentive Plan Participants (each a “*Participant*” and collectively, the “*Participants*”) identified in **Exhibit B** to the Motion, in lieu of the payments under the Sale Incentive Plan, will receive payments under the Management Loyalty Plan as follows and as set forth in **Schedule A** hereto:

- a. Upon the earlier to occur of (i) termination of his/her employment or (ii) consummation of sale transaction(s) resulting in net proceeds sufficient to repay in full all of the Debtors’ outstanding post-petition financing obligations (each, a “*Trigger Event*”), each of the six remaining Participants in Groups 1, 2, 3 and 5 will receive a severance payment (each a “*Severance Payment*” and collectively, the “*Severance Payments*”) equal to 65 percent of his/her accrued severance claim as of the termination date pursuant to the Debtors’ existing severance policy or the Participant’s applicable employment contract; *provided, however*, that the Severance Payments to each of the Group 1, 2 and 3 Participants, who are deemed “insiders” under Bankruptcy Code section 101(31), shall be subject to the \$275,878.00 statutory cap amount (the “*Statutory Cap Amount*”) established in these cases pursuant to Bankruptcy Code section 503(c)(2).
- b. Upon the occurrence of a Trigger Event with respect to a Participant, each Group 2 and 3 Participant will receive full payment of his/her accrued and unpaid “paid time-off” (the “*PTO Payments*”); *provided, however*, that the aggregate payments received under the Management Loyalty Plan by each Group 2 and 3 Participant shall not exceed the Statutory Cap Amount.
- c. Upon the occurrence of a Trigger Event, each Group 4 Participant will receive a Severance Payment equal to 100 percent of his/her accrued severance claim as of the termination date pursuant to the Debtors’ existing severance policy or applicable employment contract.

2. If a Participant’s employment is terminated prior to the closing of sale of substantially all of the Assets, the Severance Payments to such Participant will be made in the form of salary continuation consistent with the Debtors’ existing severance policy. The Participant will receive a lump sum payment for the outstanding balance of the Participants’ Severance Payments and PTO Payments upon the consummation of sale transaction(s) resulting in net proceeds sufficient to repay in full all of the Debtors’ outstanding post-petition financing obligations.

3. If a Participant’s employment is not terminated prior to the closing of a sale of substantially all of the Assets, the Participant will receive a lump sum payment in respect of such Participant’s Severance Payments and PTO Payments upon the consummation of sale transaction(s) resulting in net proceeds sufficient to repay in full all of the Debtors’ outstanding post-petition financing obligations.

4. Any Participant who elects to receive compensation under this Employee Compensation Plan will waive and release any and all employment-related claims against the Debtors and their estates by executing a termination and general release agreement in form and substance acceptable to the Debtors.

**SCHEDULE A**

<b>Group</b>	<b>Participant(s) Title</b>	<b>Payment Amounts</b>
Group 1	CEO	\$275,878.00
Group 2	EVP & General Counsel	\$211,560.00 <sup>3</sup>
Group 3	CFO	\$162,770.00 <sup>4</sup>
Group 4	Sr. Director of Licensing	\$33,750.00
	Sr. Director, Digital Strategy & Distribution	\$76,950.00
Group 5	VP of Developer Relations	\$56,875.00
	EVP Product Development	\$175,500.00
	SVP Sales Operations & Distribution	\$143,075.00

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<sup>3</sup> This amount includes the Participant's accrued and unpaid "paid time-off" ("*PTO Payment*") of \$22,408.00.

<sup>4</sup> This amount includes the Participant's PTO Payment of \$13,269.00.