

02-28-2001

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101623399

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noted  
1.30.01*

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**  
Document ID #
- ☐ **Correction of PTO Error**  
Reel #  Frame #
- ☐ **Corrective Document**  
Reel #  Frame #

**Conveyance Type**

- ☐ **Assignment** ☐ **License**
- ☒ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger** ☐ **Change of Name**
- ☐ **Other**
- Effective Date  
Month Day Year

**Conveying Party**

- ☐ Mark if additional names of conveying parties attached
- Name  Execution Date  
Month Day Year

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

**Receiving Party**

- ☐ Mark if additional names of receiving parties attached

- Name
- DBA/AKATA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)     
City State/Country Zip Code
- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.  
(Designation must be a separate document from Assignment.)

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

**Mail documents to be recorded with required cover sheet(s) information to:**  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**

**REEL: 002241 FRAME: 0605**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

212-704-6000

Name

Karl M. Zielaznicki, Esq.

Address (line 1)

Jenkins & Gilchrist Parker Chapin LLP

Address (line 2)

The Chrysler Building

Address (line 3)

405 Lexington Avenue

Address (line 4)

New York, New York 10174

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

6

**Trademark Application Number(s) or Registration Number(s)**

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

76097475

76097476

78002963

78002964

**Registration Number(s)**

1978883

2016144

2024532

2053356

2377054

**Number of Properties**

Enter the total number of properties involved.

#

9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

240.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

500-672

Authorization to charge additional fees:

Yes

☒

No

☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Karl M. Zielaznicki

Name of Person Signing

Signature

January 30, 2001

Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 13, 2001 (this "Agreement"), is between ZOMBIE, INC., a Delaware corporation (the "Company"), and ADVANCED INTERACTIVE SYSTEMS, INC., a Delaware corporation ("AIS").

### RECITALS:

A. The Company and AIS have entered into that certain Security Agreement, dated of even date herewith (the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Company has granted to AIS a lien and security interest in all Intellectual Property and all other General Intangibles of the Company, including, without limitation all products and Proceeds thereof in cash or otherwise.

C. The Company and AIS have entered into this Agreement and the Company has signed a Special Power of Attorney, which is attached hereto as Schedule B, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with each appropriate Governmental Entity, all upon the terms and provisions and subject to the conditions hereinafter set forth and as set forth in the Special Power of Attorney.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby confirms that, pursuant and subject to the terms and conditions of the Security Agreement, the Company has granted to AIS a lien and continuing security interest in all of the Company's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

The Trademark Collateral shall consist of the following: (a) all registered or unregistered trademarks, trade names, corporate names, company names, business names, brand names, fictitious business names, domain names, keywords, trade styles, service marks, logos, slogans and other business identifiers or trade designations, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, any registrations with, recordings and applications filed with any Government Entity; (b) all reissues, extensions, and renewals thereof; (c) each trademark, trademark registration and trademark application referred to in Schedule A annexed hereto; (d) each Trademark License (as defined in the Security Agreement), (e) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing; (f) the right to sue for past, present and future infringements of any of the foregoing; (g) all products and Proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement, dilution, or breach of any Trademark License; (h) all rights corresponding to any

of the foregoing throughout the world; and (h) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Company.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to AIS pursuant to the Security Agreement. To the extent the terms of this Agreement conflict with the terms of the Security Agreement, the terms of the Security Agreement shall control.

The Company hereby grants authorization for AIS, on behalf of the Company, to amend Schedule A hereto to include any and all future trademark applications and trademark registrations, which are Trademark Collateral hereunder and as Collateral under (and as defined in) the Security Agreement, whenever acquired or created. AIS acknowledges and agrees that, in exercising such authority and/or its authority pursuant to the attached Special Power of Attorney, AIS shall have all of the obligations of an agent to its principal under Washington law.

The Company and AIS each hereby acknowledges and affirms that the rights and remedies of AIS with respect to the liens and security interests in the Trademark Collateral are as more fully set forth in the Security Agreement, subject to the terms and provisions thereof, which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be governed by the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law that would defer to the substantive laws of another jurisdiction) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

IN WITNESS WHEREOF, the each party hereto has caused this Agreement to be executed by a duly authorized officer as of the date first set forth above.

ZOMBIE, INC.

By: 

Name:

Title:

*Mark Ly*  
*President, Zombie Inc.*

ADVANCED INTERACTIVE SYSTEMS, INC.

By: 

Name:

Title:

*C.E.O. Timothy W. May*

ACKNOWLEDGMENT

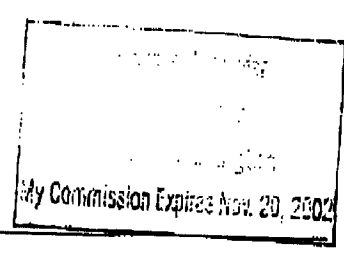
STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

On the 13th day of January, 2001, before me personally came Mark V. Long to me known, who, being by me duly sworn, did depose and say that he resides at Seattle Washington; that he is the President of Zombie, Inc., the corporation described in and which executed the above instrument.

  
\_\_\_\_\_  
Notary Public

{Seal}

My commission expires:

  
My Commission Expires Nov. 29, 2002

STATE OF Washington )  
 )  
COUNTY OF King )

On the 16th day of January, 2001, before me personally came Timothy May to me known, who, being by me duly sworn, did depose and say that he resides at Tukwila Washington; that he is the C.E.O. of Advanced Interactive Systems, Inc., the corporation described in and which executed the above instrument.

  
\_\_\_\_\_  
Notary Public

{Seal}

My commission expires: 9/24/2003

**ZOMBIE, LLC****FEDERAL APPLICATIONS**

<b>MARK</b>	<b>SERIAL OR REGISTRATION NO.</b>	<b>FILING/REGISTRATION DATE</b>
M.O.U.T.	78/002,964*	April 6, 2000
M.O.U.T. 2025 (Stylized)	78/002,963*	April 6, 2000
SUPER BUBBLE POP (Stylized)	76/097,476**	July 27, 2000
SHRAPNEL (Stylized)	76/097,475**	July 27, 2000
SPEC OPS	2,377,054*	August 15, 2000
LOCUS	2,053,356*	April 15, 1997
ZOMBIE (Stylized)	2,024,532*	December 17, 1996
ZOMBIE	1,978,883*	June 4, 1996
ICE AND FIRE	2,016,144*	November 12, 1996

**STATE REGISTRATION**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>STATE/REGISTRATION DATE</b>
ZOMBIE (Stylized)	22837***	Washington/ February 3, 1994

\* Filed in the name of Zombic LLC (Delaware limited liability company).

\*\* Filed in the name of Zombic Studios, Inc. (Washington corporation).

\*\*\* Registered with Zombic Inc.

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SPECIAL POWER OF ATTORNEY

STATE OF WASHINGTON )  
 ) ss.:  
 COUNTY OF KING )

KNOW ALL MEN BY THESE PRESENTS, that ZOMBIE, INC., a Delaware corporation, having its principal business located at 114½ First Avenue South, Seattle, Washington 98101 (the "Company"), pursuant to a Trademark Security Agreement, dated the date hereof (the "Agreement"), hereby constitutes and appoints ADVANCED INTERACTIVE SYSTEMS, INC., a Delaware corporation with its principal business located at 565 Andover Road West, Suite 201, Tukwila, Washington, 98188 ("AIS"), as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Company, but such appointment shall only take effect in the event that AIS is entitled to realize on the Trademark Collateral as provided in Section 7.2 of the Security Agreement (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement) and AIS, in exercising authority hereunder, shall have all of the obligations of an agent to its principal under Washington law:

1. Assign, sell or otherwise dispose of all right, title and interest in and to the Trademarks, Trademark Registrations and Trademark Applications of the Company listed on Schedule A of the Agreement, and including those Trademarks, Trademark Registrations and Trademark Applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the Trademarks, Trademark Registrations and Trademark Applications of the Company listed on Schedule A of the Agreement, and including those Trademarks, Trademark Registrations and Trademark Applications which are added to the same subsequent hereto, as AIS may in its sole discretion determine to be necessary.

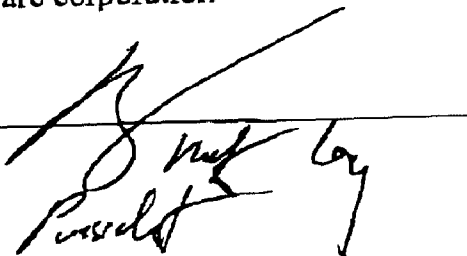
This power of attorney is made pursuant to the Agreement, dated the date hereof, between the Company and AIS (i) is coupled with an interest and (ii) shall be irrevocable for the term of the Agreement and thereafter as long as any obligations shall be outstanding under the Agreement.

ATTEST:



ZOMBIE, INC.  
 a Delaware corporation

By:  
 Name:



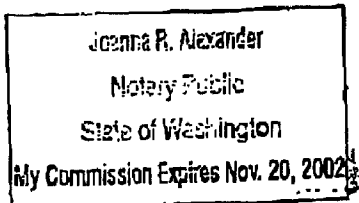
~~Title:~~

STATE OF WASHINGTON)

: ss.:

COUNTY OF KING )

On the 13th day of January, 2001, before me personally came Mark V. Long to me known, who, being by me duly sworn, did depose and say that he resides at Seattle, WA; that he is the President of Zombie, Inc., the corporation described in and which executed the above instrument.



JRA  
Notary Public

