

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JAMDAT MOBILE INC.		04/20/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	226 Airport Parkway
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95110
<b>Entity Type:</b>	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	78343740	JAM
Serial Number:	78525266	JAMCAST
Serial Number:	78516386	JAMSTER
Serial Number:	78449770	JAMNATION
Serial Number:	76594310	DOWNTOWN WIRELESS
Registration Number:	2909839	FUDOMYO
Serial Number:	76196994	GREMLIN
Serial Number:	76196594	TRIVIA TRIBES
Serial Number:	76196593	TRIVIA TRIBES
Registration Number:	2883973	LEMONADE TYCOON
Registration Number:	2809706	
Serial Number:	76408151	GLADIATOR
Registration Number:	2737810	MEDIK
Registration Number:	2710534	JAMDAT

CH \$540.00 78343740

Registration Number:	2571176	GLADIATOR
Serial Number:	76196591	BEEHIVE
Registration Number:	2669968	MEDIK
Registration Number:	2710533	JAMDAT MOBILE
Serial Number:	78598717	JAMDAT GAMES-TO-GO
Serial Number:	78598719	JAMDAT GAMES-TO-GO
Serial Number:	78598723	JAMDAT GAMES-TO-GO

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2028350240  
Email: daved.alexander@t-t.com  
Correspondent Name: Thomson & Thomson  
Address Line 1: 1750 K St NW  
Address Line 2: Ste 200  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Daved Alexander
Signature:	/Daved Alexander/
Date:	05/04/2005

**Total Attachments: 9**  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page1.tif  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page2.tif  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page3.tif  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page4.tif  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page5.tif  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page6.tif  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page7.tif  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page8.tif  
source=JAMDAT Mobile Inc. and Comerica Bank TM#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of April 20, 2005, by and between JAMDAT MOBILE INC., a Delaware corporation ("Grantor"), and COMERICA BANK ("Secured Party").

### RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain of Grantor's Subsidiaries signatory thereto (collectively, jointly and severally, "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as amended and modified, supplemented and replaced, from time to time, the "Credit Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement).

B. Secured Party is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right, title, and interest in, to and under all of the Collateral, whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrowers' present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except as disclosed in the Schedule to the Credit Agreement and except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule or as Grantor shall advise Secured Party in writing from time to time in accordance with the terms and provisions of the Credit Agreement, Grantor's rights as a licensee of intellectual property do not give rise to more than ten percent (10%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement or in the Credit Agreement;

(e) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party except to the extent such claim would not reasonably be expected to cause a Material Adverse Effect;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those registrable intellectual property rights now owned or hereafter developed or acquired by Grantor, to the extent Grantor, in its reasonable business judgment, deems it appropriate to protect such

intellectual property rights. Grantor shall, concurrently with any such filing, provide Bank with written notice of its intent to register such interests, together with a brief description of the intellectual property rights subject to such filing;

(i) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid, perfected and, subject only to Permitted Liens, first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Credit Agreement upon making the filings referred to in clause (j) below;

(j) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(k) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(l) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(m) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor, provided that such visits and inspections may not occur more often than twice per year, unless an Event of Default has occurred and is continuing.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be

deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any action and to execute any instrument which Secured Party reasonably may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Credit Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within 15 days after the earlier of (i) an officer of Grantor becoming aware of such breach or (ii) Grantor receives notice from Secured Party of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE CREDIT AGREEMENT, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

[the remainder of this page left blank intentionally; signatures to follow]

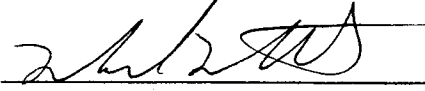
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

3415 S. Sepulveda Blvd.  
Los Angeles, California 90034  
Attention: General Counsel

GRANTOR:

JAMDAT MOBILE INC.

By:   
Name:  
Title:

Address of Secured Party:

226 Airport Parkway  
San Jose, CA 95110-1024  
Attn: Corporate Banking Center

SECURED PARTY:

COMERICA BANK

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

3415 S. Sepulveda Blvd.  
Los Angeles, California 90034  
Attention: General Counsel

GRANTOR:

JAMDAT MOBILE INC.

By: \_\_\_\_\_

Name:

Title:

Address of Secured Party:

226 Airport Parkway  
San Jose, CA 95110-1024  
Attn: Corporate Banking Center

SECURED PARTY:

COMERICA BANK

By:  \_\_\_\_\_

Name:

Title:

EXHIBIT C  
Trademarks

<u>Trademark or Service Marks</u>	<u>Country</u>	<u>Registration or Application No.</u>
JAM	US	78343740
JAMCAST	US	78525266
JAMSTER	US	78516386
JAMNATION	US	78449770
DOWNTOWN WIRELESS	US	76594310
FUDOMYO	US	2909839
GREMLIN	US	76196994
TRIVIA TRIBES	US	76196594
TRIVIA TRIBES	US	76196593
LEMONADE TYCOON	US	2883973
Bubbles Design	US	2809706
GLADIATOR	US	76408151
MEDIK	US	2737810
JAMDAT	US	2710534
GLADIATOR	US	2571176
BEEHIVE	US	76196591
MEDIK	US	2669968
JAMDAT MOBILE	US	2710533
JAMDAT GAMES-TO-GO	US	78/598,717
JAMDAT GAMES-TO-GO	US	78/598,719
JAMDAT GAMES-TO-GO	US	78/598,723
JAMDAT GAMES-TO-GO	Canada	1252692
Bubbles Design	Australia	972,075
Bubbles Design	Brazil	826369286
Bubbles Design	Canada	TMA594,320
Bubbles Design	China	3638322
Bubbles Design	European Community	2,189,553
Bubbles Design	India	1272163
Bubbles Design	Japan	4703473
Bubbles Design	Korea	99896
Bubbles Design	Malaysia	2004/05550
Bubbles Design	Malaysia	2004/05548
Bubbles Design	Malaysia	2004/05549
Bubbles Design	Mexico	809,747
Bubbles Design	Mexico	865,887
Bubbles Design	New Zealand	708,630
Bubbles Design	Singapore	T04/15414G
Bubbles Design	Singapore	T04/15415E
Bubbles Design	Singapore	T04/15416C
Bubbles Design	Singapore	T04/15418Z
Bubbles Design	Singapore	T04/15420A
Bubbles Design	Switzerland	522992
Fudomyo	Canada	1186495
Gladiator	Canada	TMA594,338
Gladiator	China	3653432
Gladiator	European Community	3082443
Gladiator	Japan	2003-060441

Exhibit C

JAMDAT	Australia	972,077
JAMDAT	Brazil	825787823
JAMDAT	Canada	581573
JAMDAT	China	3638323
JAMDAT	European Community	2210623
JAMDAT	India	1272162
JAMDAT	Japan	2001-063343
JAMDAT	Korea	102752
JAMDAT	Malaysia	2004/05547
JAMDAT	Malaysia	2004/05552
JAMDAT	Malaysia	2004/05551
JAMDAT	Mexico	847,016
JAMDAT	New Zealand	708,629
JAMDAT	Singapore	T04/15406F
JAMDAT	Singapore	T04/15407D
JAMDAT	Singapore	T04/15408B
JAMDAT	Singapore	T04/15409J
JAMDAT	Singapore	T04/154131
JAMDAT	Switzerland	522951
JAMNATION	Canada	1223618
JAMNATION	European Community	003928141
JAMNATION	Japan	2004-064789
LEMONADE TYCOON	Canada	TMA624395
LEMONADE TYCOON	European Community	003344041

Exhibit C