

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENNARI ENTERTAINMENT, INC.		09/08/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	318 Blackwell Street, Suite 120		
Internal Address:	Fowler Building		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	state chartered bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2901414	SENNARI	
Serial Number:	78669329	PRIZE PLAY	
Serial Number:	78669326	PRIZE PLAY	
Serial Number:	78662239	BLING	
Serial Number:	78661227	BLINGADERO	
CORRESPONDENCE DATA			
Fax Number:	(650)849-7400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508435381		
Email:	dsanchezbentz@cooley.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	Cooley Godward LLP, 5 Palo Alto Square		
Address Line 2:	3000 El Camino Real		
Address Line 4:	Palo Alto, CALIFORNIA 94306		

CH \$140.00 2901414

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	09/08/2005
Total Attachments: 5 source=Sennari IPSA 1#page1.tif source=Sennari IPSA 1#page2.tif source=Sennari IPSA 1#page3.tif source=Sennari IPSA 1#page4.tif source=Sennari IPSA 1#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 8, 2005 by and between SQUARE 1 BANK ("*Bank*") and SENNARI ENTERTAINMENT INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the

exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

12950 Culver Boulevard, Suite 100
Los Angeles, CA 90066

SENNARI ENTERTAINMENT, INC.

By: 

Title: CEO

BANK:

Address of Bank:

318 Blackwell Street, Suite 120
Fowler Building
Durham, NC 27701

SQUARE 1 BANK

By: 

Title: SVP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B
PATENTS

<u>Description</u>	<u>Registration/ Publication Number</u>	<u>Registration/ Publication Date</u>
SYSTEM AND METHOD FOR MOBIL LOYALTY PROGRAM (JUKEBOX WIRELESS SOFTWARE APPLICATION)	60679801	6/17/2005

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PRIZE PLAY	78669329	7/13/2005
PRIZE PLAY	78669326	7/13/2005
BLING	78662239	6/30/2005
BLINGADERO	78661227	6/29/2005
SENNARI	2901414	11/9/2004