

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emergent Game Technologies, Inc.		03/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Worldview Technology Partners IV, L.P.
Street Address:	435 Tasso Street
Internal Address:	Suite 120
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Worldview Technology International IV, L.P.
Street Address:	435 Tasso Street
Internal Address:	Suite 120
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Worldview Strategic Partners IV, L.P.
Street Address:	435 Tasso Street
Internal Address:	Suite 120
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Jerusalem Venture Partners IV L.P.
Street Address:	770 Broadway

CH \$90.00 76215781

Internal Address:	2nd floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Jerusalem Venture Partners IV-A L.P.
Street Address:	770 Broadway
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Jerusalem Venture Partners Entrepreneurs Fund IV L.P.
Street Address:	770 Broadway
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Jerusalem Venture Partners IV (Israel) L.P.
Street Address:	Jerusalem Technology Park
Internal Address:	Building 1
City:	Malha, Jerusalem
State/Country:	ISRAEL
Postal Code:	91487
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Walker Investment Fund II SBIC, LP
Street Address:	3060 Washington Road
Internal Address:	Suite 200
City:	Glenwood
State/Country:	MARYLAND
Postal Code:	21738
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Adena Ventures, L.P.
Street Address:	20 E. Circle Drive

City:	Athens
State/Country:	OHIO
Postal Code:	45701
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76215781	BUTTERFLY.NET
Serial Number:	76219240	BB
Serial Number:	78619669	EMERGENT GAME TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415 268 7000
 Email: akundel@mofo.com
 Correspondent Name: Morrison & Foerster LLP
 Address Line 1: Charles C. Kim/Annie C. Kundel
 Address Line 2: 425 Market Street
 Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER: 58898-24000.00

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER: Charles C. Kim

Signature: /Charles C. Kim/

Date: 03/16/2006

Total Attachments: 14

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SECURITY AGREEMENT

This Security Agreement (this "**Agreement**") is entered into as of March 6, 2006 by and among Emergent Game Technologies, Inc., a Delaware corporation ("**Borrower**") and the lenders listed on the signature page hereto (each a "**Lender**" and collectively, the "**Lenders**").

Recitals

A. Borrower has borrowed from the Lenders and Lenders agreed to loan to Borrower an aggregate amount of US\$3,000,000 as evidenced in that certain Loan and Convertible Promissory Note Purchase Agreement by and between Borrower and the Lenders of even date herewith (the "**Note Purchase Agreement**").

B. In connection with the Note Purchase Agreement, Borrower has issued, executed and delivered convertible promissory notes on the dates and in the amounts listed on Schedule A hereto payable to the Lenders (each a "**Note**" and collectively, the "**Notes**").

C. In connection with the issuance of the Notes and as a condition thereof, the Lenders have required Borrower to execute and deliver this Agreement.

Agreement

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Creation of Security Interest.** As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) and to secure the payment and performance of the Secured Obligations (as defined below), Borrower hereby grants to the Lenders a continuing security interest in and lien on Borrower's rights in or to the property set forth on Schedule B hereto (the "**Collateral**").

2. **Secured Obligations.** For purposes of this Agreement, "Secured Obligations" shall mean each of following obligations of Borrower to the Lenders:

Any and all obligations, indebtedness and liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising to the Lenders under the Notes, this Agreement, the Note Purchase Agreement, or any other document executed in connection therewith.

3. **Representation and Warranties.** Borrower represents and warrants as follows:

(a) **Authorization; Non-Contravention.** This Agreement has been duly executed and delivered by Borrower and constitutes a valid obligation of Borrower in accordance with its terms. The execution and delivery of this Agreement, and the performance by Borrower and the Lenders with its terms, does not conflict with and will

not constitute a material breach of the material terms, material conditions or material provisions that would constitute a default under any material undertaking, material agreement or other material instrument by which Borrower is now bound and to which it is now a party.

(b) Location of Collateral. Borrower's principal office is located at 5016 N. Parkway Calabasas, Suite 210, Calabasas, CA 91302, and the Collateral will at all times be located at that address or any other offices of Borrower.

(c) Title. Except for any licenses of Borrower's intellectual property in the ordinary course of business, Borrower has good title to all of the Collateral, free and clear of all liens, security interests and adverse interests in favor of any person or entity.

4. **Covenants.** Borrower covenants and agrees as follows:

(a) Change in Address or Corporate Structure. Borrower shall not change its name, identity, or corporate structure, move the Collateral or relocate Borrower's registered offices without the prior written consent of the Lenders and the prior filing of a financing statement with the proper office and in the proper form to perfect or continue the perfection of the security interests (without loss of priority) created herein which filing shall be satisfactory in form, substance and location to the Lenders prior to such filing.

(b) Payment of Taxes. Borrower shall pay and discharge all taxes, assessments and charges or levies against the Collateral prior to delinquency thereof, and shall keep the Collateral free of all unpaid taxes, assessments and charges.

(c) No Transfer. Except for any licenses of Borrower's intellectual property in the ordinary course of business, Borrower shall not sell, assign (by operation of law or otherwise), exchange or otherwise voluntarily or involuntarily transfer or dispose of the Collateral or any portion thereof or encumber, or hypothecate, or create or permit to exist any lien, security interest, charge or encumbrance or adverse claim upon or other interest in the Collateral without the prior written consent of a majority of the Lenders, except for sales or non-exclusive licenses of assets in the ordinary course of Borrower's business.

(e) Notice of Patent and Copyright Correspondence. Borrower shall give the Lenders prior written notice of its intent to cancel, abandon or otherwise terminate the prosecution of any patent, patent application, trademark or trademark application included in the Collateral.

5. **Right to Enter.** The Lenders shall have, at the Company's normal business hours, with or without notice, the right to enter into and upon any premises where any

of the Collateral or records with respect thereto are located for the purpose of inspecting the same, performing an audit, making copies of records, observing the use of any part of the Collateral, protecting Lenders' security interest in the Collateral, or otherwise determining whether Borrower is in compliance with the terms of this Agreement.

6. **Further Assurances.** Borrower shall execute and file any financing or continuation statements, any notices, PTO cover sheets and filings in regard to intellectual property included in the Collateral, or amendments thereto, and such other instruments or notices as may be necessary or desirable, which the Lenders may reasonably request in order to perfect and preserve the perfection and the priority of the security interests granted or purported to be granted under this Agreement.

8. **Defaults.** Borrower shall be in default under this Agreement upon the happening of any one or more of the following events:

(a) **Payments.** Borrower shall fail to make any payment required under the Notes, the Note Purchase Agreements and this Agreement within seven days of the date such payment is due; or

(b) **Collateral.** Borrower fails to pay and discharge any judgment or levy of any attachment, execution or other process against any, all or any portion of the Collateral and such judgment shall not be satisfied, or such levy or other process shall not be removed within twenty (20) calendar days after the entry or levy thereof, or at least five (5) calendar days prior to the time of any proposed sale under any such judgment levy;

Upon any such default, the Lenders may declare all Secured Obligations to be immediately due and payable. The Lenders shall have the remedies of a secured party under the Delaware Uniform Commercial Code and may require Borrower to assemble the Collateral and turn it over to the Lenders at a place designated by a majority of the Lenders. Borrower hereby expressly waives and releases all rights to have any of the Collateral marshaled upon the exercise of any remedies under this Agreement.

9. **Costs and Expenses.** Borrower agrees to pay on demand all costs and expenses, including legal fees and expenses, incurred or paid by the Lenders in preparing, executing or amending this Agreement, and in exercising its rights and remedies or protecting its interests hereunder.

10. **Right of Set Off.** In addition to and not in limitation of any other right or remedy hereunder, the Lenders shall have, at any time, the right to set off any indebtedness or obligation of Borrower against any indebtedness or obligation of the Lenders to Borrower, without notice to or demand upon Borrower, any guarantor of any such indebtedness or obligation or any other person, whether or not such obligation or indebtedness is liquidated, contingent or mature at the time of such offset and however such indebtedness or obligations were created or incurred.

11. **Notices.** Any notice, approval, consent or other communication shall be given in accordance with the Note Purchase Agreement.

12. **Termination of Security Agreement.** This Security Agreement and the security interest hereunder shall terminate upon the full and final payment and performance of all the Secured Obligations. Notwithstanding anything to the contrary herein, this Security Agreement (including all representations, warranties and covenants contained herein) shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lenders in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Lenders upon or in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or otherwise, all as though such payment had not been made.

13. **Headings.** The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

14. **Amendments and Waivers.** Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and a majority of the Lenders.

15. **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

16. **Severability.** If any provision or obligation of this Agreement should be found to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions and obligations or any other agreement executed in connection herewith, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby and shall nonetheless remain in full force and effect to the maximum extent permitted by law.

17. **Successors and Assigns.** All rights of the Lenders hereunder shall inure to the benefit of their respective successor and assigns. Borrower shall not assign any of their interest under this Agreement without the prior written consent of the Lenders. Any purported assignment inconsistent with this provision shall be null and void.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles thereof relating to conflicts of law.

19. **Delay; Waiver.** No delay in enforcing or failing to enforce any right under this Agreement by the Lenders shall constitute a waiver by the Lenders of such right. No

waiver by the Lenders of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

20. **Time of Essence.** Time is of the essence of each provision of this Agreement of which time is an element.

21. **Survival of Representations and Warranties.** All representations, warranties and covenants of Borrower contained herein and in the Note Purchase Agreement shall survive the execution and delivery of this Agreement, and shall terminate only upon the full payment and performance by Borrower of the Secured Obligations.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

{Signature Pages Follow}

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers as of the date first above written.

BORROWER:

EMERGENT GAME TECHNOLOGIES, INC.

By: 

Name: Geoffrey Selzer

Title: President & Chief Executive Officer


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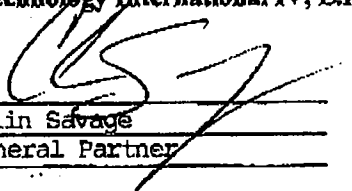
IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers as of the date first above written.

THE LENDERS:

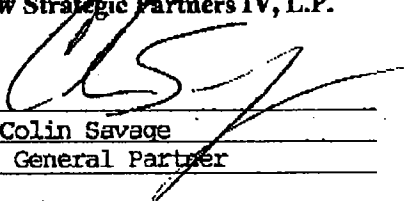
Worldview Technology Partners IV, L.P.

By: 
Name: Colin Savage
Title: General Partner

Worldview Technology International IV, L.P.

By: 
Name: Colin Savage
Title: General Partner

Worldview Strategic Partners IV, L.P.

By: 
Name: Colin Savage
Title: General Partner

Jerusalem Venture Partners IV L.P.

By: _____
Name: _____
Title: _____

Jerusalem Venture Partners IV-A L.P.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers as of the date first above written.

THE LENDERS:

Worldview Technology Partners IV, L.P.

By: _____
Name: _____
Title: _____

Worldview Technology International IV, L.P.

By: _____
Name: _____
Title: _____

Worldview Strategic Partners IV, L.P.

By: _____
Name: _____
Title: _____

Jerusalem Venture Partners IV L.P.

By: _____
Name: _____
Title: _____

Jerusalem Venture Partners IV-A L.P.

By: _____
Name: _____
Title: _____

Jerusalem Venture Partners Entrepreneurs Fund IV L.P.

By: _____
Name: _____
Title: _____

Jerusalem Venture Partners IV (Israel) L.P.

By: _____
Name: _____
Title: _____

Walker Investment Fund II SBIC, LP

By: Walker Ventures SBIC, LLC

Its: General Partner

By: _____
Name: _____
Title: _____

Adena Ventures, L.P.

By: _____
Name: _____
Title: _____

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Jerusalem Venture Partners Entrepreneurs Fund IV L.P.

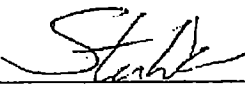
By: _____
Name: _____
Title: _____

Jerusalem Venture Partners IV (Israel) L.P.

By: _____
Name: _____
Title: _____

Walker Investment Fund II SBIC, LP

By: Walker Ventures SBIC, LLC
Its: General Partner

By:  _____
Name: _____
Title: _____

Adena Ventures, L.P.

By: _____
Name: _____
Title: _____

Jerusalem Venture Partners Entrepreneurs Fund IV L.P.

By: _____
Name: _____
Title: _____

Jerusalem Venture Partners IV (Israel) L.P.

By: _____
Name: _____
Title: _____


Walker Investment Fund II SBIC, LP

By: Walker Ventures SBIC, LLC

Its: General Partner

By: _____
Name: _____
Title: _____

Adena Ventures, L.P.

By: 
Name: Lynn Gellermann
Title: Pres.

SCHEDULE A

SCHEDULE OF NOTES

SCHEDULE OF PURCHASERS AND NOTES

Name	Principal Amount of Note (\$)
Worldview Technology Partners IV, L.P.	\$829,886.62
Worldview Technology International IV, L.P.	\$134,824.48
Worldview Strategic Partners IV, L.P.	\$6,123.90
Jerusalem Venture Partners IV L.P.	\$932,196
Jerusalem Venture Partners IV-A L.P.	\$7,864
Jerusalem Venture Partners Entrepreneurs Fund IV L.P.	\$8,349
Jerusalem Venture Partners IV (Israel) L.P.	\$22,426
Walker Investment Fund II SBIC, LP	\$776,045
Adena Ventures, L.P.	\$282,285
TOTAL	\$3,000,000

SCHEDULE B

COLLATERAL

All of the assets of Borrower, wherever located and whether now owned or hereafter acquired or arising, and all proceeds and products therefrom, including, but not limited to:

- (i) all of Borrower's inventory, goods, wares, merchandise, raw materials, supplies, work in process, finished goods, and other personal property of every kind and description held for sale or lease or furnished or to be furnished under any contract of service, and all goods which are in transit, and all returned, repossessed and rejected goods of the foregoing description, and all other tangible personal property held by Borrower for licensing, processing, sale or other business purpose or to be used, licensed or consumed in Borrower's business;
- (ii) all machinery, equipment, motor vehicles, furniture, office equipment and supplies, plant equipment, tools, dies, molds, fixtures and leasehold improvements of Borrower, of every kind and description, wherever located and including all additions, improvements, accessions and substitutions thereto;
- (iii) all accounts, accounts receivable and notes receivable of Borrower, whether now existing or hereafter arising, as well as all right, title and interest of Borrower in the goods, license rights or services which have given rise thereto, including the rights of reclamation and of stoppage in transit and all other rights to the payment of money (including without limitation, tax refunds);
- (iv) all contracts and contract rights of Borrower, now existing or hereafter arising, under contracts to sell or lease goods or render services;
- (v) all insurance proceeds, whether arising out of any of the foregoing or otherwise;
- (vi) all notes, bills, drafts, acceptances, choses in action, chattel paper, instruments, and any other forms of obligations and receivables and rights to payment for credit extended and for goods sold, licensed or leased or services rendered, whether or not earned by performance, all deposit accounts maintained by Borrower with any lender, trust company, investment firm or fund, or similar institutions, documents, books and records;
- (vii) all rights in and to all goodwill and all other general intangibles of Borrower, including all customer lists, causes of action, judgments, rights to performance, licenses, permits, copyrights, copyright applications, trademarks, trademark applications, servicemarks, service mark applications, trade secrets, trade names, patents, patent applications, patent rights, proprietary processes and related documentation, intellectual property rights, rights as a licensee to

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intellectual property rights, blueprints, drawings, designs, diagrams, engineering details and specifications, plans, reports, charts, catalogs, manuals, inventions, know-how, notes and memoranda, technical data and any and all concepts or ideas in any manner related to the design, development, manufacture, sale, marketing, license, lease or use of any or all goods produced or sold, licensed or leased or services rendered by Borrower in its business; and

(viii) all securities and all guaranties for, and all products, proceeds, additions, substitutions, and accessions of, any of the foregoing property.

Notwithstanding the foregoing, Collateral shall not include any licenses of intellectual property that would become terminable upon assignment to a secured creditor unless a consent to such assignment is obtained.