

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Glu Mobile Inc.		02/02/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	CHARTERED BANK: CALIFORNIA

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	78701729	G
Registration Number:	3146286	ALPHA WING
Serial Number:	78370695	ANCIENT EMPIRES
Serial Number:	78623031	BLACKJACK HUSTLER
Serial Number:	77015451	BRAIN GENIUS
Serial Number:	78371043	EMUX
Serial Number:	78726615	GLU
Registration Number:	3150456	MACROSPACE
Registration Number:	3152773	M MACROSPACE
Registration Number:	2994266	MOBILE PERSONA
Registration Number:	3128657	MOBU
Serial Number:	78796322	POOL HUSTLER
Registration Number:	2900204	SORRENT
Registration Number:	2854115	SORRENT

CH \$465.00 78701729

Registration Number:	3045246	SORRENT
Serial Number:	78831734	SUPER KO BOXING
Registration Number:	2776476	WE CREATE. YOU PLAY. EVERYWHERE
Registration Number:	2887007	WE CREATE. YOU PLAY. EVERYWHERE

**CORRESPONDENCE DATA**

Fax Number: (415)393-2286  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-393-2298  
Email: mary.morgan@bingham.com  
Correspondent Name: Mary M. Morgan, Bingham McCutchen LLP  
Address Line 1: Three Embarcadero Center  
Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	0000323662 GLU MOBILE INC
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	02/22/2007

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of February 2, 2007 by and between SILICON VALLEY BANK ("Bank") and GLU MOBILE INC. ("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 among Bank and Grantor having an Effective Date of February 14, 2007 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its 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, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto) which constitutes Collateral, 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.

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.

**EXECUTION COPY**

IN WITNESS WHEREOF, the parties have cause 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:

1800 Gateway Drive, Second Floor  
San Mateo, CA 94404

Attn: Eric Ludwig, VP Finance

GLU MOBILE INC.

By: *Armando Gonzalez*

Title: EVP and CFO

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054

Attn: Tim Walsh

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

**EXECUTION COPY**

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GRANTOR:

Address of Grantor:

GLU MOBILE INC.

1800 Gateway Drive, Second Floor  
San Mateo, CA 94404

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

Attn: Eric Ludwig, VP Finance

Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054

By: Tim Walsh

Attn: Tim Walsh

Title: Senior Relationship Mgr.

[Signature page to Intellectual Property Security Agreement]

EXECUTION COPY

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

NONE

## EXECUTION COPY

EXHIBIT C

## Trademarks

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
18356-1013	"GMan" Logo	8/26/2005	78/701,729			PUBLISHED	09,41
18356-1016	ALPHA WING	2/19/2004	78370,710	9/19/2006	3,146,286	REGISTERED	09
18356-1017	ANCIENT EMPIRES	2/19/2004	78370,695			ALLOWED	09
18356-1032	BLACKJACK HUSTLER	5/4/2005	78/623,031			SUSPENDED	9
18356-1033	BRAIN GENIUS	10/6/2006	77/015,451			PENDING	09,41
18356-1015	DRAGON ISLAND	2/19/2004	78370,678			ABANDONED	9,28
18356-1019	EMUX	3/5/2004	78371,043	9/26/2006	3,147,473	REGISTERED	9,35,41
18356-1018	FATAL FORCE	2/19/2004	78370,727			ABANDONED	9,28
18356-1012	GLU	10/12/2005	78726,615			PENDING	9,41,42
18356-1022	MACROSPACE	2/20/2004	78/371,034	10/3/2006	3,150,456	CLOSED	09,28,35 41
18356-1023	MACROSPACE & DESIGN	2/20/2004	78/371,036	10/10/2006	3,152,773	CLOSED	09,28,35 41
18356-1031	MOBILE PERSONA	9/23/2003	78/304,513	9/13/2005	2,994,266	REGISTERED	41
18356-1021	MOBU	2/20/2004	78/371,044	8/15/2006	3,128,657	REGISTERED	09,42
18356-1014	POOL HUSTLER	1/20/2006	78796,322			PENDING	09,41
18356-1025	SORRENT	11/28/2001	76/342,855	11/2/2004	2,900,204	REGISTERED	9
18356-1026	SORRENT	11/28/2001	75/982,536	6/15/2004	2,854,115	REGISTERED	35
18356-1027	SORRENT	11/28/2001	76/342,839			ABANDONED	41
18356-1028	SORRENT	8/17/2004	78/469,101	1/17/2006	3,045,246	REGISTERED	42
18356-1024	SUPER KO BOXING	3/7/2006	78/831,734			PENDING	09,41
18356-1029	WE CREATE. YOU PLAY. EVERYWHERE	11/28/2001	76/342,568	10/21/2003	2,776,476	REGISTERED	9
18356-1030	WE CREATE. YOU PLAY. EVERYWHERE	11/28/2001	76/342,837	9/21/2004	2,887,007	REGISTERED	35,41



EXHIBIT D

Mask Works

NONE