

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
Encore Software, Inc.	FORMERLY Encore Acquisition Corporation	03/22/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Monroe Capital Advisors, LLC, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	75654848	BRAIN FOOD GAMES
Serial Number:	76035246	CARD CRAZY
Serial Number:	76035245	CARD CRAZY
Serial Number:	76034660	ENCORE EDUCATION
Serial Number:	76035243	ENCORE EDUCATION
Serial Number:	74700386	ENCORE SOFTWARE
Serial Number:	74700387	ENCORE SOFTWARE
Serial Number:	76035105	FUN & SKILLS PACK
Serial Number:	75725427	HIGH SCHOOL ADVANTAGE
Serial Number:	76035244	HIGH SCHOOL ADVANTAGE
Serial Number:	76035238	MATH EXPRESS!
Serial Number:	76034659	MATH EXPRESS!
Serial Number:	75885371	Math In A Minute

CH \$715.00 75654848

Serial Number:	75874824	MATH.COM
Serial Number:	75874823	MATH.COM
Serial Number:	76034667	MEGAHITS THE MUST-HAVE COLLECTION OF BEST-SELLING GAMES!
Serial Number:	75725425	MIDDLE SCHOOL ADVANTAGE
Serial Number:	76035206	MIDDLE SCHOOL ADVANTAGE
Serial Number:	76034650	SCIENCE ADVANTAGE
Serial Number:	76035205	SCIENCE ADVANTAGE
Serial Number:	75654870	SLOT CITY
Serial Number:	75654868	VEGAS FEVER
Serial Number:	76034960	VEGAS FEVER
Serial Number:	76469954	ALL ABOARD!
Serial Number:	78197016	ENCORE
Serial Number:	76473675	MEGA MAHJONGG
Serial Number:	76501007	SAFEWORLD
Serial Number:	76473677	SAFEWORLD

CORRESPONDENCE DATA

Fax Number: (312)782-8585
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-269-4074
Email: kluchesi@jonesday.com
Correspondent Name: Kenneth Luchesi
Address Line 1: 77 W. Wacker Dr.
Address Line 2: Suite 3500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	109646-600001
NAME OF SUBMITTER:	Kenneth Luchesi
Signature:	/Kenneth Luchesi/
Date:	03/22/2007

Total Attachments: 7
source=Encore TM#page1.tif
source=Encore TM#page2.tif
source=Encore TM#page3.tif
source=Encore TM#page4.tif
source=Encore TM#page5.tif
source=Encore TM#page6.tif
source=Encore TM#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2007, by ENCORE SOFTWARE, INC. (f/k/a ENCORE ACQUISITION CORPORATION), a Minnesota corporation ("Grantor"), in favor of MONROE CAPITAL ADVISORS, LLC, a Delaware limited liability company, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of March 22, 2007 by and among Navarre Corporation, a Minnesota corporation ("Borrower"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Term Loan to the Borrower;

WHEREAS, Agent and Lenders have been willing to make the Term Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, the Security Agreement dated as of March 22, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Grantor agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as First Lien Agent, Agent, as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENCORE SOFTWARE, INC., as Grantor

By: JRP
 Name: J. Reid Porter
 Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

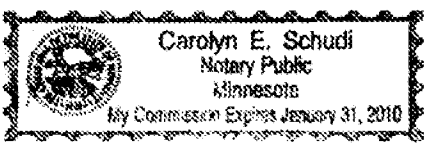
MONROE CAPITAL ADVISORS,
 LLC, as Agent

By: _____
 Name: _____
 Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota)
)
 COUNTY OF Hennepin) ss

On this 22nd day of March, 2007 before me personally appeared J. Reid Porter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Encore Software, Inc., a Minnesota corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Carolyn E. Schudi
 Notary Public

{seal}

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENCORE SOFTWARE, INC., as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**MONROE CAPITAL ADVISORS,
LLC,** as Agent

By: *Alex Franky*
Name: Alex Franky
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

ss

COUNTY OF _____)

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Encore Software, Inc., a Minnesota corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

US Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial/Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BRAIN FOOD GAMES	USA	75/654,848	03/13/99	2,389,380	09/26/00
CARD CRAZY	USA	76/035,246	04/26/00	2,509,169	11/20/01
CARD CRAZY AND DESIGN	USA	76/035,245	04/26/00	Pending	Pending
ENCORE EDUCATION	USA	76/034,660	04/26/00	2,551,837	03/26/02
ENCORE EDUCATION AND DESIGN	USA	76/035,243	04/26/00	2,487,187	09/11/01
ENCORE SOFTWARE	USA	74/700,386	07/12/95	2,007,914	10/15/96
ENCORE SOFTWARE AND DESIGN	USA	74/700,387	07/12/95	2,053,991	04/22/97
FUN & SKILLS PACK	USA	76/035,105	04/26/00	2,521,917	12/25/01
HIGH SCHOOL ADVANTAGE	USA	75/725,427	07/06/99	2,387,498	09/19/00
HIGH SCHOOL ADVANTAGE AND DESIGN	USA	76/035,244	04/26/00	2,487,188	09/11/01
MATH EXPRESS!	USA	76/035,238	04/26/00	2,487,186	09/11/01
MATH EXPRESS! AND DESIGN	USA	76/034,659	04/26/00	2,501,689	10/30/01
MATH IN A MINUTE	USA	75/885,371	01/07/00	Pending	Pending
MATH.COM	USA	75/874,824	12/17/99	Pending	Pending
MATH.COM & Design	USA	75/874,823	12/17/99	Pending	Pending
MEGA HITS THE MUST-HAVE COLLECTION OF BEST SELLING GAMES! AND DESIGN	USA	76/034,667	04/26/00	Pending	Pending

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial/Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MIDDLE SCHOOL ADVANTAGE	USA	75/725,425	07/06/99	2,465,003	07/03/01
MIDDLE-SCHOOL ADVANTAGE AND DESIGN	USA	76/035,206	04/26/00	2,487,185	09/11/01
SCIENCE ADVANTAGE	USA	76/034,650	04/26/00	2,544,144	03/05/02
SCIENCE ADVANTAGE AND DESIGN	USA	76/035,205	04/26/00	2,487,184	09/11/01
SLOT CITY	USA	75/654,870	03/14/99	2,374,704	08/08/00
VEGAS FEVER	USA	75/654,868	03/14/99	2,374,703	08/08/00
VEGAS FEVER AND DESIGN	USA	76/034,960	04/26/00	2,509,167	11/20/01
ALL ABOARD!	USA	76/469,954	11/25/02	Pending	Pending
ENCORE	USA	78197016	12/10/02	Pending	Pending
MEGA MAHJONGG	USA	76/473,675	12/10/02	Pending	Pending
SAFEWORLD AND DESIGN	USA	76/501,007	3/26/03	Pending	Pending
SAFEWORLD AND DESIGN	USA	76/473,677	12/10/02	Pending	Pending

Domain Names	Registrar	Expiration
Encoresoftware.com	Verisign	7/30/04
Encoresoftware.net	Verisign	11/3/02
Encoresoftware.org	Verisign	11/23/02
Encoreusa.com	Register.com	7/1/03
Math.com	Verisign	11/11/02
Vegasfever.com	Verisign	7/5/03
The daredevilgame.com	Register.com	7/1/03
Blastsoftware.com	Verisign	11/23/02
Blastsoftware.net	Verisign	11/23/02
Blastsoft.com	Verisign	11/23/02
Encoreeducation.com	Verisign	4/12/03
Encoreed.com	Verisign	4/12/03
Mathadvantage.com	Verisign	3/6/03
Encoresoft.com	Verisign	1/3/03
Funandskills.com	Register.com	9/21/02
Elementaryedge.com	Register.com	9/21/02
Middleschooladvantage.com	Register.com	9/21/02
Encoreadvantage.com	Register.com	9/21/02
Play2wingames.com	Register.com	9/21/02
Mymathhelp.com	Register.com	9/21/02

Domain Names	Registrar	Expiration
Emathhelp.com	Register.com	9/21/02