

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Octopi, Inc.		07/20/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Liberty Media LLC		
Street Address:	12300 Liberty Boulevard		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	2477640	OCTOPI	
Registration Number:	3204912	JELLY POP	
Registration Number:	2459502		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(303)298-0940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-299-8233		
Email:	ltheesfeld@sah.com		
Correspondent Name:	Linda Theesfeld		
Address Line 1:	633 17th Street, Suite 3000		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	057351.364 2093		
NAME OF SUBMITTER:	Linda Theesfeld		
Signature:	/Linda Theesfeld/		

OP \$90.00 2477640

Date:

08/09/2007

**Total Attachments: 3**

source=Trademark Security Agreement 7 20 07 (1367150\_1)#page1.tif

source=Trademark Security Agreement 7 20 07 (1367150\_1)#page2.tif

source=Trademark Security Agreement 7 20 07 (1367150\_1)#page3.tif

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** dated as of July 20, 2007 (this "Agreement") by Corcom, Inc., a Nevada corporation, SkillJam Technologies Corporation, a Delaware corporation, WorldWinner.com, Inc., a Delaware corporation, Octopi, Inc., a Delaware corporation, and Fantasy Sports Acquisition, LLC, a Delaware limited liability company (collectively, "Grantors"), in favor of Liberty Media LLC, a Delaware limited liability company ("Grantee").

**WHEREAS**, Grantors and Grantee are parties to that certain Security Agreement dated as of April 25, 2007 among Grantors, CDM Fantasy Sports Corp., SkillJam EU Limited, FUN Technologies Corporation and Grantee ("Security Agreement");

**WHEREAS**, pursuant to the terms of the Security Agreement, Grantors have granted to Grantee, for its benefit, a first lien and security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, and all products and proceeds thereof, to secure the payment of amounts owing by Grantors to Grantee; and

**WHEREAS**, Grantors are required to execute and deliver this Agreement pursuant to the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors hereby jointly and severally agree with Grantee as follows:

1. Incorporation of Financing Documents. The Security Agreement, all agreements referenced or incorporated therein, and all terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Security Agreement), Grantors hereby grant to Grantee, for its benefit, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (a) each trademark listed on Schedule 1 hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the businesses connected with the use of, and symbolized by, each trademark; and
- (b) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark Collateral, or (ii) injury to the goodwill associated with any Trademark Collateral.

3. Governing Law. Subject to any applicable federal law, this Agreement shall be construed in accordance with and governed by the laws of the State of Colorado without giving effect

to any choice or conflict of laws rule or provision that would cause the application of the domestic substantive laws of any other jurisdiction.

IN WITNESS WHEREOF, the Grantors have this Agreement to be executed as of the date first above written.

CORCOM, INC.

By: James Lanthier  
Name: James Lanthier  
Title: Secretary

SKILLJAM TECHNOLOGIES CORPORATION

By: James Lanthier  
Name: James Lanthier  
Title: Secretary

WORLDWINNER.COM, INC.

By: James Lanthier  
Name: James Lanthier  
Title: Secretary

OCTOPI, INC.

By: James Lanthier  
Name: James Lanthier  
Title: Secretary

FANTASY SPORTS ACQUISITION, LLC

By: James Lanthier  
Name: James Lanthier  
Title: Secretary

Accepted and agreed:

LIBERTY MEDIA LLC

By: David J.A. Flowers  
Name:  
Title:

David J.A. Flowers  
Senior Vice President &  
Treasurer

**SCHEDULE 1**

<u>Mark:</u>	<u>Registration Number:</u>	<u>Date of Registration:</u>
\$KILLJAM (and design)	3140963	09/12/2006
DON BEST SPORTS	2682398	09/04/2003
DON BEST SPORTS	2579789	06/11/2002
OCTOPI (and design)	2477640	08/14/2001
JELLY POP	3204912	02/06/2007
OCTOPUS (design only)	2459502	06/12/2001
TOPTHIS!	2877181	08/24/2004
HANGMANIA	2815068	02/17/2004
WORD CUBES	2815067	02/17/2004
SOLITAIRE RUSH	2815066	02/17/2004
IT'S ONLY A GAME. UNTIL YOU PLAY IT.	2975513	07/26/2005
SKILLGAMMON	2987065	08/23/2005
BLOCKWERX	2972494	07/19/2005
WORLDWINNER	2565816	04/30/2002
FANBALL	2409512	11/28/2000
FANBALL	2347359	05/02/2000