

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RockYou, Inc.		04/22/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Technology II, L.P.		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 301		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77120391	ROCKYOU!	
Serial Number:	77400885	LIKENESS	
Serial Number:	77401330	LIKENESS	
Serial Number:	77425456	SUPER WALL	
Serial Number:	77425457	SUPER WALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4156932440		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley Godward Kronish LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	305866-149 ROCKYOU		

**CH \$140.00 77120391**

NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	04/23/2008
Total Attachments: 6 source=RockYou#page1.tif source=RockYou#page2.tif source=RockYou#page3.tif source=RockYou#page4.tif source=RockYou#page5.tif source=RockYou#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 22, 2008 by and between HERCULES TECHNOLOGY II, L.P. ("Lender") and ROCKYOU, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender 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. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, 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.

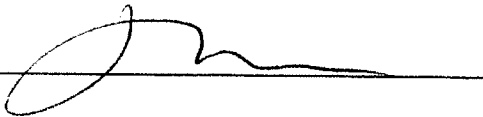
Address of Grantor:

2 West 5<sup>th</sup> Avenue, Suite 300  
San Mateo, CA 94402

Attn: \_\_\_\_\_

GRANTOR:

ROCKYOU, INC.

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

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

Address of Lender:

Hercules Technology II, L.P.  
400 Hamilton Avenue, Suite 301  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II, L.P.

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

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

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

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 003765 FRAME: 0222**

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.

Address of Grantor:

2 West 5<sup>th</sup> Avenue, Suite 300  
San Mateo, CA 94402

Attn: \_\_\_\_\_

GRANTOR:

ROCKYOU, INC.

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

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

Address of Lender:

Hercules Technology II, L.P.  
400 Hamilton Avenue, Suite 301  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II, L.P.

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

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

Title:           K. Nicholas Marfitsch            
          Associate General Counsel          

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

**Registered Copyrights:**

None

EXHIBIT B

Patents

**Patents**

Pending U.S. Patent Applications:

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
11/893,558	2007-08-15	Lance Tokuda & Peter Louis	User Content in Advertisements

EXHIBIT C

Trademarks

**Registered Trademarks:**

1. U.S. Trademarks:

<u>Serial No.</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
77120391	2007-03-01	RockYou, Inc.	RockYou!
77400885	2008-02-19	RockYou, Inc.	Likeness
77401330	2008-02-20	RockYou, Inc.	Likeness
77425456	2008-03-18	RockYou, Inc.	Super Wall
77425457	2008-03-18	RockYou, Inc.	Super Wall

2. RockYou! is a protected trademark in Australia.