

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
UNIVERSITY GAMES CORPORATION		05/01/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BANK OF THE WEST
Street Address:	180 Montgomery Street, 3rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	Banking corporation: CALIFORNIA

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	3381259	AREYOUGAME.COM
Registration Number:	3312097	MAGNETIC ADVENTURES
Registration Number:	3236011	FLIP FAZE
Registration Number:	3203082	
Registration Number:	3303676	MADE YOU LAUGH!
Registration Number:	3336168	BALL BUSTERS
Registration Number:	3079303	IMPOSSIBLES
Registration Number:	3185045	TOY CREATOR
Registration Number:	3052322	SOCCER LOCKER
Registration Number:	2986759	10 X MORE FUN
Registration Number:	2736578	MOUSE ROUND UP
Registration Number:	2721258	THE BOOK YOU CAN PLAY
Registration Number:	3016633	GREAT X
Registration Number:	2635131	EVEN MORE FUN TODAY THAN WHEN WE WERE KIDS!

CH \$1365.00 3381259

Registration Number:	2840923	SILLY NOISES
Registration Number:	2821570	STICKTRONICS
Registration Number:	2694967	NATIONAL YOUNG GAME INVENTORS CONTEST
Registration Number:	2585276	FUN POCKETS
Registration Number:	2628378	CG CONNECTION
Registration Number:	2660493	THE BIG BANG
Registration Number:	2504549	DOODLETOP
Registration Number:	2847945	GALACTIC ASTROS
Registration Number:	2655130	COLORFELTS
Registration Number:	2657668	COLORFORMS
Registration Number:	3018833	WAY TO GLOW!
Registration Number:	2328055	GREAT EXPLORATIONS
Registration Number:	2268892	MILKY WAY
Registration Number:	2277776	LUNAR LETTERS
Registration Number:	2267090	TWINKLE STARS
Registration Number:	2191492	FREE THROW
Registration Number:	2157424	STUMPERS
Registration Number:	2090727	BERMUDA TRIANGLE
Registration Number:	1493294	KID START
Registration Number:	1514707	BEPUZZLED
Registration Number:	1503469	MURDER MYSTERY PARTY
Registration Number:	1980616	TOWER OF LONDON
Registration Number:	1980615	UNIVERSITY GAMES
Registration Number:	2005089	TAKE A HIKE
Registration Number:	1996428	LOST MARBLE
Registration Number:	1925594	SNAKE PUZZLE
Registration Number:	1934465	STAR PUZZLE
Registration Number:	1925595	ESCAPING JAIL
Registration Number:	1878715	MURDER MYSTERY PARTY
Registration Number:	1780434	PHRACTURED PHRASES
Registration Number:	1740006	STICKS LIKE MAGIC
Registration Number:	1668611	COLOR MY WORLD
Registration Number:	0761272	COLORFORMS
Registration Number:	0761273	C
Serial Number:	77366783	I-BALLERS

Serial Number:	77365247	
Serial Number:	77364739	
Serial Number:	78771702	SPINNER BOOKS
Serial Number:	78681984	DO YOU SUDOKU?
Serial Number:	78616330	SCIENCE FAIR FUN A SERIOUSLY FUNNY SET OF SCIENCE BOOKS

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6036
Email: rlal@mofo.com
Correspondent Name: John Kline, Senior Paralegal
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	7427-970
NAME OF SUBMITTER:	John Kline, Senior Paralegal
Signature:	/John Kline/
Date:	05/02/2008

Total Attachments: 10
source=7427-970 -Patent and Trademark Security Agreement#page1.tif
source=7427-970 -Patent and Trademark Security Agreement#page2.tif
source=7427-970 -Patent and Trademark Security Agreement#page3.tif
source=7427-970 -Patent and Trademark Security Agreement#page4.tif
source=7427-970 -Patent and Trademark Security Agreement#page5.tif
source=7427-970 -Patent and Trademark Security Agreement#page6.tif
source=7427-970 -Patent and Trademark Security Agreement#page7.tif
source=7427-970 -Patent and Trademark Security Agreement#page8.tif
source=7427-970 -Patent and Trademark Security Agreement#page9.tif
source=7427-970 -Patent and Trademark Security Agreement#page10.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 1, 2008, is entered into between UNIVERSITY GAMES CORPORATION, a California corporation (the "Grantor"), which has a mailing address at 2030 Harrison Street, San Francisco, CA 94110, and BANK OF THE WEST (the "Lender") having a mailing address of 180 Montgomery Street, 3rd Floor, San Francisco, CA 94104.

RECITALS

A. The Grantor and the Lender have entered into that certain Credit Agreement dated as of May 1, 2008 (the "Credit Agreement") (all capitalized terms used in this Agreement and not otherwise defined herein having the meanings assigned to them in the Credit Agreement);

B. The Grantor and the Lender have entered into that certain Acquisition Loan Agreement dated as of May 1, 2008 (the "Acquisition Loan Agreement");

C. The Grantor is the owner of certain intellectual property, identified below, in which the Grantor is granting a security interest to the Lender;

D. It is a condition precedent to the borrowings under the Credit Agreement and the Acquisition Loan Agreement that the Grantor enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantor described below.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Secured Obligations (as defined in the Security Agreement, dated as of May 1, 2008, between the Grantor and the Lender (the "Security Agreement"), including interest that accrues after the commencement by or against the Grantor or any of its Subsidiaries of any proceeding under any Debtor Relief Law naming such Person as the debtor in such proceeding, and without limiting any other security interest the Grantor has granted to the Lender, the Grantor hereby grants, assigns, and conveys to the Lender a security interest in the Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by the Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights, provided that, notwithstanding the foregoing, "Collateral" shall not include any of the intellectual property of the Grantor listed in Exhibit C (all such listed intellectual property, "Excluded Intellectual Property");

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by the Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights, in each case to the extent not constituting Excluded Intellectual Property Collateral;

(iii) All of the Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of the Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of the Grantor's right, title and interest to register trademark claims (other than in respect of any trademarks constituting Excluded Intellectual Property) under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or in the name of the Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of the Grantor's right, title, and interest in all patentable inventions (other than those constituting Excluded Intellectual Property), and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of the Grantor or in the name of the Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(ix) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(x) All products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

2. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 2, the Grantor authorizes the Lender to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

3. GENERAL PROVISIONS.

3.1 Rights Under Security Agreement. This Agreement has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that the Grantor may not

transfer any of the Collateral or any of its rights or obligations hereunder, without the prior written consent of the Lender, except as specifically permitted by the Credit Agreement or the Security Agreement.

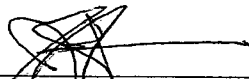
3.3 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Lender under the Security Agreement.

3.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

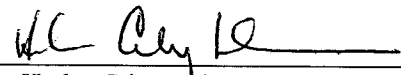
(remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

BANK OF THE WEST

By: 
Name: Joshua Stamp
Title: Vice President

UNIVERSITY GAMES CORPORATION

By: 
Name: Harlan Cristy Lehman
Title: Chief Financial Officer

Signature Page

Exhibit "A"

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
AREYOUGAME.COM	02/12/2008	3381259
MAGNETIC ADVENTURES	10/16/2007	3312097
FLIP FAZE	05/01/2007	3236011
[Design only]	01/23/2007	3203082
MADE YOU LAUGH!	10/02/2007	3303676
BALL BUSTERS	11/13/2007	3336168
IMPOSSIBLES	04/11/2006	3079303
TOY CREATOR	12/12/2006	3185045
SOCCER LOCKER	01/31/2006	3052322
10 X MORE FUN	08/23/2005	2986759
MOUSE ROUND UP	07/15/2003	2736578
THE BOOK YOU CAN PLAY	06/03/2003	2721258
GREAT X	11/22/2005	3016633
EVEN MORE FUN TODAY THAN WHEN WE WERE KIDS!	10/15/2002	2635131
SILLY NOISES	05/11/2004	2840923
STICKTRONICS	03/09/2004	2821570
NATIONAL YOUNG GAME INVENTORS CONTEST	03/11/2003	2694967
FUN POCKETS	06/25/2002	2585276
CG CONNECTION	10/01/2002	2628378
THE BIG BANG	12/10/2002	2660493
DOODLETOP	11/06/2001	2504549
GALACTIC ASTROS	06/01/2004	2847945
COLORFELTS	11/26/2002	2655130
COLORFORMS	12/10/2002	2657668
WAY TO GLOW!	11/29/2005	3018833

Exhibit A

[Patent and Trademark Security Agreement]
sf-2502863

TRADEMARK
REEL: 003771 FRAME: 0257

GREAT EXPORATIONS	03/14/2000	2328055
MILKY WAY	08/10/1999	2268892
LUNAR LETTERS	09/14/1999	2277776
TWINKLE STARS	08/03/1999	2267090
FREE THROW	09/22/1998	2191492
STUMPERS	05/12/1998	2157424
BERMUDA TRIANGLE	08/26/1997	2090727
KID START	06/21/1988	1493294
BEPUZZLED	11/29/1988	1514707
MURDER MYSTERY PARTY	09/06/1988	1503469

PENDING TRADEMARKS

<u>Trademark</u>	<u>Application Date</u>	<u>Application Number</u>
I-BALLERS	01/08/2008	77366783
[Design Only]	01/07/2008	77365247
[Design Only]	01/04/2008	77364739
SPINNER BOOKS	12/12/2005	78771702
DO YOU SUDOKU? [published]	07/29/2005	78681984
SCIENCE FAIR FUN A SERIOUSLY FUNNY SET OF SCIENCE BOOKS	04/25/2005	78616330

RENEWED TRADEMARKS

<u>Trademark</u>	<u>Registration Date/Renewal Date</u>	<u>Registration Number</u>
TOWER OF LONDON	06/18/1996, 06/18/2006	1980616
UNIVERSITY GAMES	06/18/1996, 06/18/2006	1980615
TAKE A HIKE	10/01/1996, 10/01/2006	2005089
LOST MARBLE	08/27/1996, 08/27/2006	1996428
SNAKE PUZZLE	10/10/1995, 10/10/2005	1925594

Exhibit A

[Patent and Trademark Security Agreement]
sf-2502863

TRADEMARK
REEL: 003771 FRAME: 0258

STAR PUZZLE	11/07/1995, 11/07.2005	1934465
ESCAPING JAIL	10/10/1995, 10/10, 2005	1925595
MURDER MYSTERY PARTY	02/14/1995, 02/14/2005	1878715
PHRACTURED PHRASES	07/06/1993, 07/06, 2003	1780434
STICKS LIKE MAGIC	12/15/1992, 12/15/2002	1740006
COLOR MY WORLD	12/17/1991, 12/17/2001	1668611
COLORFORMS [word and design]	10/10/1963 10/10/1983 and 10/10/2003	0761272
C [word and design]	10/10/1963 10/10/1983 and 10/10/2003	0761273

Exhibit A

Exhibit "B"

PATENTS

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
Top with precision tracing point for tracing unique spirals	06/28/94	5324226	Christopher B. McKay, Stephen De Zordo
Top with precision tracing point for tracing unique spirals	03/12/96	5498192	Christopher B. McKay, Stephen De Zordo
Children's clothing with removable adhesively attached stickers	08/31/99	5943697	Lee Poskanzer

PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>
None.			

Exhibit B

Exhibit "C"

EXCLUDED INTELLECTUAL PROPERTY COLLATERAL

	<u>REGISTERED TRADEMARKS</u>	
<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
CHICKS BATTLE THE DUDES	10/30/2007	3324042
TOTALLY GROSS	03/30/2004	2827069
KIDS BATTLE THE GROWN-UPS	06/03/2003	2721256
TRUTH OR DARE	08/03/2004	2868413
ASAP	05/27/2003	2719190
AMERICA'S SPIRIT	05/16/2006	3093506
TWENTY QUESTIONS	07/26/1988	1498165

	<u>PENDING TRADEMARKS</u>	
<u>Trademark</u>	<u>Application Date</u>	<u>Application Number</u>
TOTALLY GROSS	10/10/2007	77301084

	<u>ABANDONED TRADEMARKS</u>	
<u>Trademark</u>	<u>Application Date</u>	<u>Application Number</u>
REEL CLUES	08/19/2002	76441429
TWENTY QUESTIONS	11/16/1992	74331058
TWENTY QUESTIONS [stylized letters]	11/16/1992	74331600
20 QUESTIONS	11/16/1992	74331600
TRUTH OR DARE	08/07/1991	74192472
TRUTH OR DARE	08/07/1991	74192471
THE PETER PAN GAME	10/17/1990	74106756
THE PINOCCHIO GAME	10/17/1990	74106757
ASAP [misaligned]	10/17/1990	74106754

Exhibit C

<u>CANCELLED TRADEMARKS</u>		
<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
DINOSAUR WORLD	12/14/1993	1811614
THE ALADDIN'S LAMP GAME	04/26/1994	1833417
THE SLEEPING BEAUTY GAME	12/03/1991	1666835

Exhibit C

[Patent and Trademark Security Agreement]
sf-2502863

RECORDED: 05/02/2008

TRADEMARK
REEL: 003771 FRAME: 0262