

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLAYPHONE, INC.		04/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 Sand Hill Road, Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78609397	IRRITATING MAZE
Serial Number:	78830042	P
Serial Number:	77126318	PLAYCREDITS
Serial Number:	77126316	PLAYPHONE
Serial Number:	76482337	PLAYPHONE
Serial Number:	78775495	PLAYPHONE
Serial Number:	77126314	RATEDPHONE
Serial Number:	77226308	

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (415) 591-1000
 Email: tsien@winston.com
 Correspondent Name: Ted Sien
 Address Line 1: 101 California Street, Suite 3900

CH \$215.00 78609397

Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1
NAME OF SUBMITTER:	John D. Fredericks, Esq.
Signature:	/s/ John D. Fredericks, Esq.
Date:	08/04/2008

Total Attachments: 7

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated April 29, 2008 by and between TriplePoint Capital LLC, a Delaware company and PLAYPHONE, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is PLAYPHONE, INC., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and PLAYPHONE, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated April 29, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our out-of-pocket costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

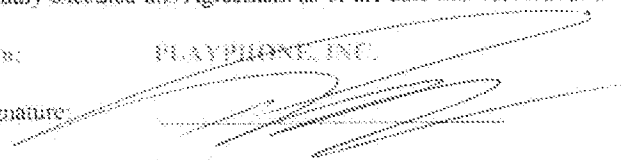
This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: PLAYPHONE, INC.

Signature: 

Print Name: Ron Czerny

Title: Chief Executive Officer

{SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT}

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Playphone, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

None.

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Playphone, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
Irritating Maze (stylized)	11/21/2006	78609397	Registered
P (stylized)	12/18/2007	78/830042	Registered
P (stylized) - Canada	8/3/2006	1261998	Registered
P (stylized) - Japan	7/25/2006	2005-102063	Published
PLAYCREDITS	12/4/2007	77126318	Allowed
PLAYPHONE (cl.35)	12/17/2007	77126316	Response to Office Action filed
Playphone (stylized)	6/7/2005	76482337	Registered
Playphone (stylized) - ECT	9/17/2007	4870689	Opposed
PLAYPHONE - Canada	2/15/2007	1281576	Registered
			Response to Office Action filed
PLAYPHONE - India	1/25/2008	1550003	Registered
PLAYPHONE - Japan	1/9/2007	2006-4491	Published
PLAYPHONE - Mexico	3/12/2007	797885	Registered
PLAYPHONE(cl.38) - Korea	12/28/2007	41-2006-24132	Response to Office Action filed
PLAYPHONE(cl.9)	8/7/2007	78775495	Registered
PLAYPHONE(cl.9) - Korea	3/23/2007	40-2005-58289	Registered
			Response to Office Action filed
RATEDPHONE	2/8/2008	77126314	Registered
RATEDPHONE (cl.38) - Brazil	9/18/2007	829139944	Published
RATEDPHONE (cl.41) - Brazil	9/18/2007	829139936	Published
			Office Action received. TTC has instructed local counsel to file Response to Office Action
RATEDPHONE - ECT	1/14/2008	6180822	Registered
Ratedphone - logo	12/25/2007	77226308	Published
RATEDPHONE(cl.38)- Mexico	8/8/2007	862612	Registered
RATEDPHONE(cl.41)- Mexico		860002	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
RATEDPHONE - Japan	9/13/2007		Client suspended this application
RATEDPHONE (cl.41)- China	6/28/2007	6135263	Application filed, pending
RATEDPHONE - Canada	6/11/2007	1351054	Application filed, pending
RATEDPHONE (cl.35)- China	6/28/2007	6135262	Application filed, pending
PLAYPHONE - China	12/20/2005	5072735	Application filed, pending

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Playphone, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

None.