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
Gamestop Corp.		11/12/2008	CORPORATION: DELAWARE
Gamestop Holdings Corp.		11/12/2008	CORPORATION: DELAWARE
Gamestop, Inc.		11/12/2008	CORPORATION: MINNESOTA
Sunrise Publications, Inc.		11/12/2008	CORPORATION: MINNESOTA
Electronics Boutique Holdings Corp.		11/12/2008	CORPORATION: DELAWARE
Elbo Inc.		11/12/2008	CORPORATION: DELAWARE
EB International Holdings, Inc.		11/12/2008	CORPORATION: DELAWARE
Gamestop Brands, Inc.		11/12/2008	CORPORATION: DELAWARE
Marketing Control Services, Inc.		11/12/2008	CORPORATION: VIRGINIA
Gamestop (LP), LLC		11/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
Gamestop of Texas (GP), LLC		11/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
SOCOM LLC		11/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
Gamestop Texas LP		11/12/2008	LIMITED PARTNERSHIP: TEXAS

CH $2590.00 1425236

RECEIVING PARTY DATA

Name:	Bank of America, N.A., Collateral Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 103

Property Type	Number	Word Mark
Registration Number:	1425236	THE ELECTRONICS BOUTIQUE

Registration Number:	1456933	THE HOME COMPUTER STORE THE ELECTRONICS BOUTIQUE
Registration Number:	1906173	EB
Registration Number:	1909051	EBX
Registration Number:	1910639	EB ELECTRONICS BOUTIQUE
Registration Number:	1910638	EB ELECTRONICS BOUTIQUE
Registration Number:	2433191	EBWORLD.COM
Registration Number:	2433190	EBWORLD.COM
Registration Number:	2445908	EBWORLD.COM ELECTRONICS BOUTIQUE
Registration Number:	2434891	BC SPORTS COLLECTIBLES
Registration Number:	2538744	GAME WORLD
Registration Number:	1553597	AMERICA'S SOFTWARE HEADQUARTERS
Registration Number:	1547310	AMERICA'S SOFTWARE HEADQUARTERS
Registration Number:	1569315	BABBAGE'S
Registration Number:	1345315	BABBAGE'S
Registration Number:	3122825	
Registration Number:	2485098	RHINO VIDEO GAMES
Registration Number:	3183455	THE FINAL WORD ON COMPUTER & VIDEO GAMES
Registration Number:	2226903	MORE VIDEO GAMES AT HALF THE PRICE
Registration Number:	2061504	FUNCOLAND NATIONAL VIDEO GAME CHAMPIONSHIPS
Registration Number:	2085805	FUNCOLAND
Registration Number:	1876618	FUNCOLAND FUN CLUB
Registration Number:	1896591	FUNCOLAND YOUR SOURCE FOR INTERACTIVE ENTERTAINMENT
Registration Number:	1806603	BRING HOME THE FUN
Registration Number:	1796605	FUNCO
Registration Number:	2813787	TRADE NOW. GET GAMEBUCKS. PLAY MORE.
Registration Number:	2813782	GAMEBUCKS
Registration Number:	2805625	GAMESTOP
Registration Number:	2805277	GAMESTOP.COM
Registration Number:	2803416	GAMESTOP
Registration Number:	2489084	GAMESTOP.COM
Registration Number:	1707460	GAMESTOP
Registration Number:	1962954	AMERICA'S PLACE TO SHOP FOR VIDEO GAMES
Registration Number:	1999100	SUNRISE PUBLICATIONS

Registration Number:	1982962	PLAY MORE
Registration Number:	1788102	GAME INFORMER
Registration Number:	1708866	FUNCO LAND
Registration Number:	3022109	HOME OF THE FREE NEW RELEASE
Registration Number:	3489935	GAMESTOP AND POWER TO THE PLAYERS
Registration Number:	3506230	GAMESTOP AND POWER TO THE PLAYERS
Registration Number:	3239889	GAMESTOP
Registration Number:	3094258	GREAT GAMES, MORE CHOICES
Registration Number:	3110401	KIDSTOP
Registration Number:	3245007	GAMESTOP.COM
Registration Number:	3110314	MOVIESTOP BUY SELL TRADE
Registration Number:	3028673	SAVE NOW. TRADE LATER. PLAY MORE.
Registration Number:	3332884	RESPECT THE RATINGS
Registration Number:	3107910	STOP RENTING . . . START TRADING
Serial Number:	76385446	EB GAMES
Serial Number:	76207594	EB GAMES.COM
Serial Number:	76207596	EB GAMES.COM ELECTRONICS BOUTIQUE
Serial Number:	76207595	EBGAMES.COM
Serial Number:	76220327	EB GAMEWORLD
Serial Number:	76453726	GAMERSEDGE.COM
Serial Number:	76474303	EB GAMES
Serial Number:	76474304	EBGAMES.COM
Serial Number:	76474305	EB EDGE
Serial Number:	76516876	WE TAKE GAMES SERIOUSLY
Serial Number:	77439111	GAMESTOP SHARE THE POWER
Serial Number:	77439115	GAMESTOP SHARE THE POWER FUND
Serial Number:	77166241	POWER TO THE PLAYERS
Serial Number:	77220229	VIDEOSTOP
Serial Number:	78920186	#1 WITH GAMERS
Serial Number:	78920190	#1 WITH REAL GAMERS
Serial Number:	78429986	THE MOVIE NEVER ENDS AT GAMESTOP
Serial Number:	78429985	THE MOVIE NEVER ENDS
Serial Number:	78429980	THE GAME NEVER ENDS
Serial Number:	78429979	THE GAME NEVER ENDS AT GAMESTOP
Serial Number:	78428083	BIG HITS. BIG PLAYS. BIG VALUE

Serial Number:	78427071	GAMESTOP AND MOVIES TOO!
Serial Number:	78413973	MOVIEMANIA
Serial Number:	78299096	MOVIESTOP
Serial Number:	78299110	VIDEOSTOP
Serial Number:	78371187	MOVIE MOGUL
Serial Number:	76444450	GAMESTOP
Serial Number:	76403429	PLAY MORE
Serial Number:	76450776	GAMESTOP
Serial Number:	76444474	GAMESTOP
Serial Number:	76432627	WHERE GAMERS GATHER
Serial Number:	76403361	MORE GAMES, LESS BUCKS
Serial Number:	76403271	GAMEBANK
Serial Number:	76403270	GAMESTOP TRADING COMPANY
Serial Number:	76403269	GAMEBUX
Serial Number:	78437582	WHERE THE MOVIES NEVER END
Serial Number:	77368542	MOVIESTOP
Serial Number:	77551342	MOVIESTOP
Serial Number:	77551371	MOVIESTOP
Serial Number:	77368604	MOVIESTOP
Serial Number:	77369454	MOVIESTOP
Serial Number:	77551355	MOVIESTOP
Serial Number:	77551370	MOVIESTOP
Serial Number:	77366198	MOVIESTOP
Serial Number:	77366203	BUY MOVIESTOP TRADE
Serial Number:	78622826	TRADE MORE, PLAY MORE
Serial Number:	78275894	TRADESTOP TRADE IN - CASH OUT
Serial Number:	78275889	TRADESTOP TRADE IN - CASH OUT
Serial Number:	78275881	TRADE STOP
Serial Number:	78275874	TRADESTOP
Serial Number:	78275869	TRADE IN - CASH OUT
Serial Number:	78275861	TRADESTOP.COM
Serial Number:	78275853	TRADESTOP
Serial Number:	78275858	TRADE STOP
Serial Number:	76530285	STOPWATCH

CORRESPONDENCE DATA

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8110803
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	11/24/2008

Total Attachments: 21

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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 12, 2008 by and among each of:

GAMESTOP CORP., a corporation organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

GAMESTOP HOLDINGS CORP., a corporation organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

GAMESTOP, INC., a corporation organized under the laws of the State of Minnesota having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

SUNRISE PUBLICATIONS, INC., a corporation organized under the laws of the State of Minnesota having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

ELECTRONICS BOUTIQUE HOLDINGS CORP., a corporation organized under the laws of the State of Delaware, having a place of business at 625 Westport Parkway, Grapevine, Texas 76051, and

ELBO INC., a corporation organized under the laws of the State of Delaware, having a place of business at 625 Westport Parkway, Grapevine, Texas 76051, and

EB INTERNATIONAL HOLDINGS, INC., a corporation organized under the laws of the State of Delaware, having a place of business at 625 Westport Parkway, Grapevine, Texas 76051 (each such Person, individually, a "Grantor" and collectively, the "Grantors"); and

GAMESTOP BRANDS, INC., a corporation organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

MARKETING CONTROL SERVICES, INC., a corporation organized under the laws of the Commonwealth of Virginia having a place of business at 10 S. Jefferson Street, Ste. 1400, Roanoke, Virginia 24011; and

GAMESTOP (LP), LLC, a limited liability company organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

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GAMESTOP OF TEXAS (GP), LLC, a limited liability company organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

SOCOM LLC, a limited liability company organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

GAMESTOP TEXAS LP, a limited partnership organized under the laws of the State of Texas having a place of business at 625 Westport Parkway, Grapevine, Texas 76051; and

BANK OF AMERICA, N.A., a national banking association, as collateral agent (in such capacity, the "Collateral Agent" for the Secured Parties (as defined herein), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantors have entered into a certain Term Loan Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Loan Agreement") by and among (i) the Grantors, (ii) the Lenders named therein, (iii) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders, and (iv) Banc of America Securities LLC, as Lead Arranger and Lead Bookrunner, pursuant to which Loan Agreement the Lenders have agreed to make the Term Loans to the Grantors upon the terms and subject to the conditions specified in, the Loan Agreement; and

WHEREAS, the Grantors have entered into a certain Security Agreement of even date herewith in favor of the Collateral Agent and the Secured Parties (as such may be amended, modified, supplemented or restated hereafter, the "Security Agreement"), pursuant to which Security Agreement each Grantor grants the Collateral Agent, for the benefit of the Secured Parties, a security interest in the "Collateral" as defined in the Security Agreement; and

WHEREAS, the obligations of the Lenders to make the Term Loan A are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1

Definitions

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1.1 Generally. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement, and all references to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

(a) "Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

(b) "IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

(c) "Licenses" shall mean, collectively, the Patent Licenses and Trademark Licenses.

(d) "Loan Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(e) "Patents" shall mean all letters patent and applications for letters patent of each Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT A** annexed hereto and made a part hereof.

(f) "Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

(g) "PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(h) "Secured Obligations" shall have the meaning assigned to such term in the Security Agreement.

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(i) "Security Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(j) "Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of each Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT B** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(k) "Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.2 of the Loan Agreement shall be applicable to this Agreement.

SECTION 2

Security Interest

In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) All Patents and Patent Licenses.

(b) All Trademarks and Trademark Licenses.

(c) All renewals of any of the foregoing.

(d) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

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(e) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(f) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(g) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3

Protection of Intellectual Property By Grantors

Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), and (d) (collectively, the "Intellectual Property"):

3.1 Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

3.2 Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantors' sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

3.4 At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, and (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4

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Grantors' Representations and Warranties

The Grantors represent and warrant that:

4.1 **EXHIBIT A** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantors as of the date hereof.

4.2 **EXHIBIT B** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantors as of the date hereof.

4.3 Except as set forth in **EXHIBITS A and B**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

4.4 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement and Liens in favor of the Collateral Agent.

4.5 Each Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of the Intellectual Property owned by any Grantor or the validity or effectiveness of any of the Intellectual Property owned by any Grantor, nor does any Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. To the knowledge of the Grantors, the use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

4.6 The Grantors shall give the Collateral Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(a) The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(b) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(c) The Grantors' entering into any new Licenses.

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(d) The Grantors' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

SECTION 5

Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (a), (b) and (c) of Section 4.6, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

5.2 Upon the reasonable request of the Collateral Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Patent or Trademark and the goodwill and General Intangibles of the Grantors relating thereto or represented thereby (including, without limitation, filings with the PTO or any similar office), and the Grantors hereby constitute the Collateral Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6

Grantors' Rights To Enforce Intellectual Property

Prior to the Collateral Agent's giving of notice to the Grantors (i) following the occurrence of an Event of Default or (ii) pursuant to Section 6.1 below, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*:

6.1 The Grantors first provide the Collateral Agent with written notice of the Grantors' intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Collateral Agent, the Grantors have failed to take appropriate action within sixty (60) days after such notice is given to Collateral Agent, upon notice to the Grantors, the Collateral Agent may, subject to the terms of the Intercreditor Agreement, (but shall not be required to) take such action in the name of the Grantors, with any damages recovered in such action, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Section 6.2 of the Security Agreement.

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6.2 Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

6.3 Following the occurrence of any Event of Default, the Collateral Agent, by notice to the Grantors may terminate or limit the Grantors' rights under this Section 6.

SECTION 7

Collateral Agent's Actions To Protect Intellectual Property

In the event of:

(a) the Grantors' failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8

Rights Upon Default

Upon the occurrence of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9

Collateral Agent As Attorney In Fact

9.1 The Grantors hereby irrevocably constitute and designate the Collateral Agent as and for the Grantors' attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(a) To supplement and amend from time to time Exhibits A and B of this Agreement to include any new or additional Intellectual Property of the Grantors.

(b) To exercise any of the rights and powers referenced herein.

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(c) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

9.3 The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

SECTION 10

Collateral Agent's Rights

Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11

Intent

This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

TRADEMARK
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SECTION 12

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 13

Intercreditor Agreement

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent pursuant to this Agreement and the other Loan Documents may be subject to, and restricted by, the provisions of the Intercreditor Agreement. Except as specified herein, nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement and the other Loan Documents, which, as among the Borrowers, the Agents, and the Lenders shall remain in full force and effect. 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 PAGES FOLLOW]

TRADEMARK
REEL: 003893 FRAME: 0351

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GAMESTOP CORP.
GAMESTOP HOLDINGS CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, Inc.
GAMESTOP BRANDS, INC.,
as Borrowers

By: _____
Name: David W. Carlson
Title: Executive Vice President and Chief Financial Officer

MARKETING CONTROL SERVICES, INC.
GAMESTOP (LP), LLP
as Borrowers

By: _____
Name: David W. Carlson
Title: Authorized Signatory

GAMESTOP OF TEXAS (GP), LLC
as Borrower

By: GameStop, Inc.

By: _____
Name: David W. Carlson
Title: Executive Vice President and Chief Financial Officer

TRADEMARK
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GAMESTOP TEXAS LP
as Borrower

By: GameStop of Texas (GP), LLC, its general partner

By: GameStop, Inc.

By: _____
Name: David W. Carlson
Title: Executive Vice President and Chief Financial Officer

SOCOM LLC,
as Borrower

By: _____
Name:
Title: Authorized Signatory

TRADEMARK
REEL: 003893 FRAME: 0353

COLLATERAL AGENT:
BANK OF AMERICA, N.A.

By: _____
Name: Stephen Garvin
Title: Managing Director

TRADEMARK
REEL: 003893 FRAME: 0354

EXHIBIT A

List of Patents and Patent Licenses

Patents and Patent Applications

Applicant	Title	Serial No.	Patent No.	Date of Filing

None

Patent Licenses

None

TRADEMARK
REEL: 003893 FRAME: 0355

EXHIBIT B

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
ELBO, INC.	The Electronics Boutique		1,425,236	1/13/1987
ELBO, INC.	The Home Computer Store The Electronics Boutique and design		1,456,933	4/3/1986
ELBO, INC.	EB		1,906,173	8/3/1994
ELBO, INC.	EBX		1,909,051	8/1/1995
ELBO, INC.	Electronics EB Boutique		1,910,639	8/8/1995
ELBO, INC.	EB Electronics Boutique		1,910,638	8/8/1995
ELBO, INC.	EBWORLD.COM		2,433,191	3/6/2001
ELBO, INC.	EBWORLD.COM		2,433,190	3/6/2001
ELBO, INC.	EBWORLD.COM and design		2,445,908	4/26/2001
ELBO, INC.	EB Games		~~73/385,446~~ 76/385,446	3/19/2002
ELBO, INC.	EBGAMES.COM and design		76/207,594	2/9/2001
ELBO, INC.	EB GAMES.COM ELECTRONICS BOUTIQUE and design		76/207,596	2/9/2001
ELBO, INC.	EBGAMES.COM		76/207,595	2/9/2001
ELBO, INC.	EB GAMEWORLD		76/220,327	3/6/2001

ELBO, INC.	BC Sports Collectibles		2,434,891	3/13/2001
ELBO, INC.	GAME WORLD		2,538,744	2/19/2002
ELBO, INC.	GAMERSEDGE.COM		76/453,726	9/30/2002
ELBO, INC.	EB GAMES (stylized)		76/474,303	11/29/2002
ELBO, INC.	EBGAMES.COM (stylized)		76/474,304	11/29/2002
ELBO, INC.	EB EDGE		76/474,305	11/29/2002
ELBO, INC.	WE TAKE GAMES SERIOUSLY		76/516,876	5/8/2003
ELBO, INC.	AMERICA'S SOFTWARE HEADQUARTERS		1,553,597	8/29/89
ELBO, INC.	AMERICA'S SOFTWARE HEADQUARTERS		1,547,310	8/29/89
ELBO, INC.	BABBAGES'S		1,569,315	12/5/89
ELBO, INC.	BABBAGES'S		1,345,315	6/25/85
ELBO, INC.	GAMESTOP SHARE THE POWER		77/439,111	4/3/08
ELBO, INC.	GAMESTOP SHARE THE POWER		77/439,115	4/3/08
ELBO, INC.	POWER TO THE PLAYERS		77/166,241	4/26/07
ELBO, INC.	RHINO DESIGN		3,122,825	8/1/06
ELBO, INC.	RHINO VIDEO GAMES		2,485,098	8/1/06
ELBO, INC.	THE FINAL WORD ON COMPUTER & VIDEO GAMESD		3,183,455	12/12/06
ELBO, INC.	VIDEOSTOP		77/220,229	7/2/07
GAMESTOP, INC.	#1 WITH GAMERS		78/920,186	6/29/2006
GAMESTOP, INC.	#1 WITH REAL GAMERS		78/920,190	6/29/2006
GAMESTOP, INC.	MORE VIDEO GAMES AT HALF THE PRICE		2,226,903	2/23/99

GAMESTOP, INC.	FUNCOLAND NATIONAL VIDEO GAME CHAMPIONSHIPS		2,061,504	5/13/97
GAMESTOP, INC.	FUNCOLAND		2,085,805	8/5/97
GAMESTOP, INC.	FUNCOLAND FUN CLUB		1,876,618	1/31/95
GAMESTOP, INC.	FUNCOLAND YOUR SOURCE FOR INTERACTIVE ENTERTAIHMENT		1,896,591	5/30/95
GAMESTOP, INC.	BRING HOME THE FUN		1,806,603	11/23/99
GAMESTOP, INC.	FUNCO		1,796,605	10/5/93
GAMESTOP, INC.	THE MOVIE NEVER ENDS AT GAMESTOP		78/429,986	6/4/04
GAMESTOP, INC.	THE MOVIE NEVER ENDS		78,429,985	6/4/04
GAMESTOP, INC.	THE GAME NEVER ENDS		78,429,980	6/4/04
GAMESTOP, INC.	THE GAME NEVER ENDS AT GAMESTOP		78/429,979	6/4/04
GAMESTOP, INC.	BIG HITS. BIG PLAYS. BIG VALUE		78/428,083	6/1/04
GAMESTOP, INC.	GAMESTOP AND MOVIES TOO!		78/427,071	5/28/04
GAMESTOP, INC.	MOVIEMANIA		78/413,973	5/6/04
GAMESTOP, INC.	MOVIESTOP		78/299,096	9/11/03
GAMESTOP, INC.	VIDEOSTOP		78/299,110	9/11/03
GAMESTOP, INC.	MOVIE MOGUL		78/371,187	2/20/04
GAMESTOP, INC.	GAMESTOP		76/444,450	8/28/02
GAMESTOP, INC.	PLAYMORE		76/403,429	5/2/02
GAMESTOP, INC.	GAMESTOP		76/450,776	9/18/02

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GAMESTOP, INC.	TRADE NOW. GET GAMEBUCKS, PLAY MORE.		2,813,787	2/10/04
GAMESTOP, INC.	GAMEBUCKS		2,813,782	2/10/04
GAMESTOP, INC.	GAMESTOP		2,805,625	1/13/04
GAMESTOP, INC.	GAMESTOP.COM		2,805,277	1/13/04
GAMESTOP, INC.	GAMESTOP		2,803,416	1/6/04
GAMESTOP, INC.	GAMESTOP		76/444,474	8/28/02
GAMESTOP, INC.	WHERE GAMERS GATHER		76/432,627	7/22/02
GAMESTOP, INC.	MORE GAMES, LESS BUCKS		76/403,361	5/2/02
GAMESTOP, INC.	GAMEBANK		76/403,271	5/2/02
GAMESTOP, INC.	GAMESTOP TRADING COMPANY		76/403,270	5/2/02
GAMESTOP, INC.	GAMEBUX		76/403,269	5/2/02
GAMESTOP, INC.	GAMESTOP.COM		2,489,084	9/11/01
GAMESTOP, INC.	FUNCOLAND		2,085,805	8/5197
GAMESTOP, INC.	GAMESTOP		1,707,460	8/11/92
GAMESTOP, INC.	AMERICA'S PLACE TO SHOP FOR VIDEO GAMES		1,962,954	3/19/96
GAMESTOP, INC.	SUNRISE PUBLICATIONS		1,999,100	9/10/96
GAMESTOP, INC.	PLAY MORE		1,982,962	6/25/96
GAMESTOP, INC.	GAME INFORMER		1,788,102	8/17/93
GAMESTOP, INC.	FUNCO LAND		1,708,866	8/18/92
GAMESTOP, INC.	WHERE THE MOVIES NEVER END		78/437,582	6/18/04
GAMESTOP, INC.	HOME OF THE FREE NEW RELEASE		3,022,109	11/29/05

GAMESTOP, INC.	GAMESTOP POWER TO THE PLAYERS		3,489,935	8/19/08
GAMESTOP, INC	GAMESTOP POWER TO THE PLAYERS		3,506,230	9/23/08
GAMESTOP, INC	GAMESTOP		3,239,889	5/8/07
GAMESTOP, INC	GREAT GAMES, MORE CHOICES		3,094,258	1/6/04
GAMESTOP, INC	KIDSTOP		3,110,401	6/27/06
GAMESTOP, INC.	MOVIESTOP		77/368,542	1/10/08
GAMESTOP, INC.	MOVIESTOP		77/551,342	8/20/08
GAMESTOP, INC.	MOVIESTOP		77/551,371	8/20/08
GAMESTOP, INC.	MOVIESTOP		77/368,604	8/20/08
GAMESTOP, INC.	MOVIESTOP		77/369,454	1/11/08
GAMESTOP, INC.	MOVIESTOP		77/551,355	8/20/08
GAMESTOP, INC.	MOVIESTOP		77/551,370	8/20/08
GAMESTOP, INC.	MOVIESTOP		77/366,198	1/8/08
GAMESTOP, INC.	MOVIESTOP BUY TRADE		77/366,203	1/8/08
GAMESTOP, INC.	GAMESTOP.COM		3,245,007	5/22/07
GAMESTOP, INC.	MOVIESTOP LOGO, BUY SELL TRADE		3,110,314	6/27/06
GAMESTOP, INC.	SAVE NOW. TRADE LATER. PLAY MORE		3,028,673	12/13/05
GAMESTOP, INC.	RESPECT THE RATINGS		3,332,884	11/6/07
GAMESTOP, INC.	TRADE MORE, PLAY MORE		78/622,826	5/4/05
GAMESTOP, INC.	TRADE NOW, GET GAMEBUCKS, PLAY MORE		2,813,787	2/10/04

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GAMESTOP, INC.	STOP RENTING...START TRADING		3,107,910	6/20/06
GAMESTOP, INC.	FUNCOLAND		Louisiana	2/4/00
GAMESTOP, INC.	GAME INFORMER		Nevada	9/28/99
GAMESTOP, INC.	FUNCOLAND		Nevada	9/28/99
GAMESTOP, INC.	FUNCOLAND		Kansas	7/14/95
GAMESTOP, INC.	FUNCO		Wisconsin - 930217	2/17/93
GAMESTOP, INC.	FUNCOLAND		Wisconsin -5301294	2/17/93
GAMESTOP, INC.	GAME INFORMER		Louisiana	2/4/00
GAMESTOP, INC.	GAME INFORMER		Wisconsin	4/12/95
GAMESTOP.COM INC.	TRADESTOP TRADE IN - CASH OUT		78/275,894	7/18/2003
GAMESTOP.COM INC.	TRADESTOP TRADE IN - CASH OUT		78/275,889	7/18/2003
GAMESTOP.COM INC.	TRADE STOP		78/275,881	7/18/2003
GAMESTOP.COM INC.	TRADE STOP		78/275,874	7/18/2003
GAMESTOP.COM INC.	TRADE IN - CASH OUT		78/275,869	7/18/2003
GAMESTOP.COM INC.	TRADESTOP.COM		78/275,861	7/18/2003
GAMESTOP.COM INC.	TRADESTOP		78/275,853	7/18/2003
GAMESTOP.COM INC.	TRADE STOP		78/275,858	7/18/2003
GAMESTOP.COM INC.	STOPWATCH		76/530,285	7/07/2003

Trademark Licenses

None