

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
Hercules Technology II, L.P.		03/30/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	RockYou, Inc.		
Street Address:	585 Broadway Street		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77120391	ROCKYOU!	
Serial Number:	77400885	LIKENESS	
Serial Number:	77401330	LIKENESS	
Serial Number:	77425456	SUPER WALL	
Serial Number:	77425457	SUPER WALL	
CORRESPONDENCE DATA			
Fax Number:	(866)369-2815		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-542-1858		
Email:	ebagarella@herculestech.com		
Correspondent Name:	Eileen M. Bagarella		
Address Line 1:	934 Church Street		
Address Line 4:	Elmhurst, ILLINOIS 60126		
NAME OF SUBMITTER:	Eileen M. Bagarella		

OP \$140.00 77120391

Signature:

/Eileen M. Bagarella/

Date:

03/31/2009

Total Attachments: 2

source=RockYou Release of IP Security Interest#page1.tif

source=RockYou Release of IP Security Interest#page2.tif

TERMINATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination of Intellectual Property Security Agreement (the "Termination"), dated as of March 30, 2009, is executed by Hercules Technology II, L.P., a Delaware limited partnership ("Secured Party") in favor of RockYou, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, the Company and the Secured Party entered into a certain Loan and Security Agreement dated as of April 22, 2008 (the "Loan Agreement"); and

WHEREAS, in connection with Loan Agreement, the Company entered into a certain Intellectual Property Security Agreement dated as of April 22, 2008 (the "Assignment"); and

WHEREAS, pursuant to the Assignment, the Company granted to the Secured Party a security interest in certain "Collateral" including certain copyrights, patents and trademarks; and

WHEREAS, certain of the Collateral in Loan Agreement has been released, including all of the copyrights, patents and trademarks described in the Assignment. Accordingly, the Assignment is to be terminated.

NOW, THEREFORE, the Secured Party agrees as follows:

1. The Secured Party is executing and delivering this Termination as evidence of the termination of the Assignment.
2. The Secured Party claims no right title or interest whatsoever in or to any of the "Collateral" described in the Assignment and the Secured Party expressly terminates its security interest in the copyrights, patents and trademarks listed on Exhibit A 1 hereto which security interest was evidenced by the recordation of the Assignments with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

HERCULES TECHNOLOGY II, L.P.,
a Delaware limited partnership

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

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

By: 

Name: K. Nicholas Martitsch

Its: Associate General Counsel

EXHIBIT A

Copyrights

Registered Copyrights:

None

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

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.