

03-27-2009



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IT
documents or the new address(es) below.

To the Director of the U. S. Patent

1. Name of conveying party(ies):

Zizzle LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK NATIONAL ASSOCIATION

Internal

Address: SUITE IL1-1203

Street Address: 10 S. DEARBORN

City: CHICAGO

State: IL

Country: USA Zip: 60603

- Association Citizenship _____
- General Partnership Citizenship USA
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE ATTACHED LIST

B. Trademark Registration No.(s)

SEE ATTACHED LIST

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ATTACHED LIST

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: AARON B. ZARKOWSKY

Internal Address: DEUTSCH, LEVY & ENGEL, CHARTERED

Street Address: 225 W. WASHINGTON STREET, STE. 1700

City: CHICAGO

State: IL Zip: 60606

Phone Number: 312/853-8435

Fax Number: 312/853-8475

Email Address: ZARKOWSKY@DLFC.COM

6. Total number of applications and registrations involved:

45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/26/2009 MJAMA 00000030 77377367

Deposit Account Number _____

Authorized User Name _____

40.00 OP
1100.00 OP

9. Signature:

Signature

03/23/09

Date

AARON B. ZARKOWSKY, ATTORNEY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Adjustment date: 03/26/2009 010001
03/02/2008 DBYRNE 00000069 77377367
02 FC:8522

-000.00 OP

SCHEDULE 1

to

Trademarks, Trademark Applications and Trademark Licenses

MARK	STATUS	SERIAL/ APP. NO.	REG. NO.
AIR JAMMERZ	Pending	77-377367	
ASPHALT AUDIO	Registered	76-977949	3,077,270
DEAR DIARY	Allowed	77-201267	
DIAL & LEARN PHONE	Allowed	77-180070	
DIGI-ANTZ	Pending	77-250548	
DIGITAL ATHLETES	Pending	77-272842	
FLUFFY GOES WALKIES	Allowed	77-307952	
GOT THE MOVES	Registered	78-941806	3,442,962
IZ	Registered	78-579724	3,291,636
IZ	Pending	78-693767	
IZZ and Design	Registered	78-067823	2,949,458
KITTY SECRETS	Published	77-347900	
MI DIGI WORLD	Pending	77-307947	
MY STORY READING FRIEND	Allowed	77-254884	
P.J. SPARKLES	Pending	77-352209	
P.J. SPARKLES	Published	77-353962	
PET 'N' PLAY PALZ	Pending	77-482863	

MARK	STATUS	SERIAL/ APP. NO.	REG. NO.
POWER SLIDE BOWLING	Pending	77-482873	
PRO TEAM	Pending	77-482857	
PUPPY SECRETS	Published	77-344442	
R. DOGGY	Pending	77-488987	
SINGING FRIENDS PHONE	Allowed	77-153869	
SMART STICKS	Registered	78-941960	3,354,386
SPORTS ACTION	Allowed	77-212396	
SPOTZ	Allowed	78-793607	
TEDDY SECRETS	Published	77-347882	
TINY SECRETS	Pending	77-448963	
ULTIMATE STADIUM 4 IN 1	Pending	77-272817	
ULTIMATE TRIVIA CHALLENGE	Pending	77-272861	
VIRTUAL RACERS	Pending	77-268421	
V-ROCKERZ	Allowed	77-149293	
ZIZZLE	Registered	78-977537	3,170,198
ZOUNDZ	Registered	78-803149	3,365,708

MARK	SERIAL/ REGISTRATION NO.	FILING/ ISSUANCE DATE
ZIZZLE	78-500398	10/15/04
ZIZZLE	78-500400	10/15/04

ZIZZLE	78-500402	10/15/04
ZIZZLE	3,170,198	11/07/06
ZIZZLE	3,250,066	06/05/07
ZIZZLE ELECTRONICS	78-500387	10/15/04
ZIZZLE ENTERTAINMENT	78-500378	10/15/04
ZIZZLE TOYS	78-500394	10/15/04

GUT WRENCHER	3,178,637	11/28/06
LUCKY THE INCREDIBLE WONDER PUP	3,197,680	01/09/07
ROCK 'N STRIKE BOWLING	78-731642	12/10/05
SUPER CYCLING SARAH	3,170,160	11/7/06

JPMorganChase 

PATENT AND TRADEMARK SECURITY AGREEMENT

dated as of August 7, 2008

by

ZIZZLE LLC, a Delaware limited liability company

to and for the benefit of

JPMORGAN CHASE BANK NATIONAL ASSOCIATION,
a national banking association, as **Lender**

270046-3

7/15/2008 10:13 AM

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 7, 2008, by ZIZZLE LLC, a Delaware limited liability company (the "Grantor") which has as its chief executive office located at 1500 S. Lakeside Drive, Bannockburn, Illinois 60015 (the "Grantor"), in favor of JPMORGAN CHASE BANK NATIONAL ASSOCIATION (the "BANK").

RECITALS

A. The Grantor entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank agreed to make loans to, and issue letters of credit for the account of, Grantor. Terms not otherwise defined herein shall have meanings given thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank, this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

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270046-3

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral;" the Trademark Collateral and the Patent Collateral are collectively for purposes of this Agreement, the "Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement and Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

License. The Bank is hereby granted a license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, the Grantor' labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of an Event of Default, The Grantor' rights under all licenses and all franchise agreements shall inure to the Bank's benefit. In addition, the Grantor hereby irrevocably agrees that the Bank may, following the occurrence and during the continuance of an Event of Default, sell Inventory which bears any trademark owned by or licensed to the Grantor and any Inventory that is covered by any copyright owned by or licensed to the Grantor and the Bank may finish any work in process and affix any trademark owned by or licensed to the Grantor and sell such Inventory as provided herein.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Zizzle LLC, a Delaware limited liability company

By: Roger A. Shiffman
Name: Roger A. Shiffman
Title: Chief Executive Officer

Acknowledged:

JPMORGAN CHASE BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Title: _____

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 7th day of August, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Zizzle LLC, a Delaware limited liability company, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Shelly Suda
Notary Public

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Zizzle LLC, a Delaware limited liability company

By: _____
Name: Roger A. Shiffman
Title: Chief Executive Officer

Acknowledged:

JPMORGAN CHASE BANK NATIONAL ASSOCIATION,
a national banking association

By: Thomas Treacy
Title: vp

STATE OF Ill)
COUNTY OF Cook) ss

On this 5th day of Aug 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of JPMORGAN CHASE BANK NATIONAL ASSOCIATION, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Barbara Mulcahy-Deuel
Notary Public



Signature Page to Patent &
Trademark Security Agreement

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Domestic

COUNTRY	MARK	STATUS	SERIAL/ APP. NO.	REG. NO.
United States	AIR JAMMERZ	Pending	77-377367	
United States	ASPHALT AUDIO	Registered	76-977949	3,077,270
United States	DEAR DIARY	Allowed	77-201267	
United States	DIAL & LEARN PHONE	Allowed	77-180070	
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United States	DIGITAL ATHLETES	Pending	77-272842	
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United States	IZ	Registered	78-579724	3,291,636
United States	IZ	Pending	78-693767	
United States	IZZ and Design	Registered	78-067823	2,949,458
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United States	MY STORY READING FRIEND	Allowed	77-254884	
United States	P.J. SPARKLES	Pending	77-352209	
United States	P.J. SPARKLES	Published	77-353962	
United States	PET 'N' PLAY PALZ	Pending	77-482863	

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United States	PRO TEAM	Pending	77-482857	
United States	PUPPY SECRETS	Published	77-344442	
United States	R. DOGGY	Pending	77-488987	
United States	SINGING FRIENDS PHONE	Allowed	77-153869	
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United States	TINY SECRETS	Pending	77-448963	
United States	ULTIMATE STADIUM 4 IN 1	Pending	77-272817	
United States	ULTIMATE TRIVIA CHALLENGE	Pending	77-272861	
United States	VIRTUAL RACERS	Pending	77-268421	
United States	V-ROCKERZ	Allowed	77-149293	
United States	ZIZZLE	Registered	78-977537	3,170,198
United States	ZOUNDZ	Registered	78-803149	3,365,708

International

Argentina	FAST FINGERS	Registered	2616217	2142885
Argentina	PROVE IT	Registered	2616218	2142893

COUNTRY	MARK	STATUS	SERIAL/ APP. NO.	REG. NO.
Argentina	ZIZZLINGERS	Registered	2615745	2127214
Australia	ZIZZLINGERS	Registered	A0002400	859468
Bolivia	IZ	Registered	200503603	104292
Bolivia	ZIZZLINGERS	Registered	200503602	104293
Brazil	IZ	Published	827735693	
Brazil	ZIZZLINGERS	Published	827805756	
Canada	IZ	Pending	AN:1270100- 00	
Canada	PROVE IT	Pending	AN:1270938- 00	
Canada	ZIZZLINGERS	Pending	AN:1270101- 00	
Chile	IZ	Registered	702319	749822
Chile	ZIZZLINGERS	Registered	702320	749823
Colombia	IZ	Registered	5086020	313975
Colombia	ZIZZLINGERS	Registered	5086023	313969
CTM	ZIZZLE	Pending	AN:6530935	
Cuba	ZIZZLINGERS	Pending	A0002400	859468
Denmark	IZ	Registered	A0002399	859198
Denmark	ZIZZLINGERS	Registered	A0002400	859468
Ecuador	IZ	Registered	161383	280806
Ecuador	ZIZZLINGERS	Registered	161379	280706
Georgia	IZ	Registered	A0002399	85198
Georgia	ZIZZLINGERS	Registered	A0002400	859468

COUNTRY	MARK	STATUS	SERIAL/ APP. NO.	REG. NO.
Germany	IZ	Registered	A0002399	859198
Hong Kong	FAST FINGERS	Registered	300489637	300489637
Hong Kong	IZ	Registered	300487800	300487800
Hong Kong	ZIZZLINGERS	Registered	300487819	300487819
Hungary	IZ	Registered	A0002399	859198
Hungary	ZIZZLINGERS	Registered	A0002400	859468
Ireland	IZ	Registered	A0002399	859198
Ireland	ZIZZLINGERS	Registered	A0002400	859468
Japan	ZIZZLINGERS	Registered	A0002400	859468
Korea, Republic of	ZIZZLINGERS	Registered	A0002400	859468
Mexico	FAST FINGERS	Registered	738327	916369
Mexico	IZ	Registered	737596	916365
Mexico	PROVE IT	Registered	738326	914642
Mexico	ZIZZLINGERS	Registered	737597	915718
New Zealand	IZ	Registered	735030	735030
New Zealand	ZIZZLINGERS	Registered	735031	735031
Norway	IZ	Registered	A000239	859198
Norway	ZIZZLINGERS	Registered	A0002400	859468
Peru	IZ	Registered	252625	00111701
Peru	ZIZZLINGERS	Registered	252626	00111028
Philippines	IZ	Pending	42005008640	
Philippines	ZIZZLINGERS	Pending	42005008641	

COUNTRY	MARK	STATUS	SERIAL/ APP. NO.	REG. NO.
Singapore	ZIZZLINGERS	Registered	A0002400	859468
Sweden	ZIZZLINGERS	Pending	A0002400	859468
Syria	ZIZZLINGERS	Registered	A0002400	859468
Taiwan	IZ	Registered	094042250	1209938
Taiwan	ZIZZLINGERS	Registered	094042253	1209939
Turkey	IZ	Registered	A0002399	859198
Turkey	ZIZZLINGERS	Registered	A0002400	859468
United Kingdom	ZIZZLINGERS	Registered	A0002400	859468
Venezuela	ZIZZLINGERS	Registered	2005021112	P271783
WIPO ¹	FAST FINGERS	Registered		859775
WIPO ²	IZ	Registered		859198
WIPO ³	PROVE IT	Registered		860160
WIPO ⁴	ZIZZLINGERS	Registered		859468

¹ WIPO Registration for FAST FINGERS, No. 859775, designated for the following countries: Netherlands Antilles, Austria, Australia, Benelux, Belarus, Switzerland, China, Germany, Denmark, Ohim, Spain, Finland, France, United Kingdom, Greece, Ireland, Italy, Republic of Korea, Norway, Sweden, and Japan.

² WIPO Registration for IZ, No. 859198, designated for the following countries: Antigua, Barbuda, Albania, Armenia, Netherlands Antilles, Austria, Australia, Bulgaria, Bhutan, Benelux, Belarus, Switzerland, China, Cuba, Cyprus, Czech Republic, Germany, Denmark, Estonia, Ohim, Spain, Finland, France, United Kingdom, Georgia, Greece, Croatia, Hungary, Ireland, Iran, Iceland, Italy, Japan, Kenya, Kyrgyzstan, Korea, Democratic People's Republic of Korea, Liechtenstein, Lesotho, Lithuania, Latvia, Morocco, Monaco, Moldova, Macedonia, Yugoslav, Mongolia, Mozambique, Namibia, Norway, Poland, Portugal, Romania, Serbia, Russia, Sweden, Singapore, Slovenia, Slovakia, Sierra Leone, Syrian Arab Republic, Swaziland, Turkmenistan, Turkey, Ukraine, and Zambia.

³ WIPO Registration for PROVE IT, No. 860160, designated for the following countries: Netherlands Antilles, Austria, Australia, Benelux, Belarus, Switzerland, China, Germany, Denmark, Ohim, Spain, Finland, France, United Kingdom, Greece, Ireland, Italy, Republic of Korea, Norway, Sweden, and Japan.

Additional Domestic Marks

MARK	SERIAL/ REGISTRATION NO.	FILING/ ISSUANCE DATE
ZIZZLE	78-500398	10/15/04
ZIZZLE	78-500400	10/15/04
ZIZZLE	78-500402	10/15/04
ZIZZLE	3,170,198	11/07/06
ZIZZLE	3,250,066	06/05/07
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LUCKY THE INCREDIBLE WONDER PUP	3,197,680	01/09/07
ROCK 'N STRIKE BOWLING	78-731642	12/10/05
SUPER CYCLING SARAH	3,170,160	11/7/06

⁴ WIPO Registration for ZIZZLINGERS, No. 859468, designated for the following countries: Antigua, Barbuda, Albania, Armenia, Netherlands Antilles, Austria, Australia, Bulgaria, Bhutan, Benelux, Belarus, Switzerland, China, Cuba, Cyprus, Czech Republic, Germany, Denmark, Estonia, Ohim, Spain, Finland, France, United Kingdom, Georgia, Greece, Croatia, Hungary, Ireland, Iran, Iceland, Italy, Japan, Kenya, Kyrgyzstan, Korea, Democratic People's Republic of Korea, Liechtenstein, Lesotho, Lithuania, Latvia, Morocco, Moldova, Macedonia, Yugoslav, Mongolia, Mozambique, Namibia, Norway, Poland, Portugal, Romania, Serbia, Russia, Sweden, Singapore, Slovenia, Slovakia, Sierra Leone, Syrian Arab Republic, Swaziland, Turkmenistan, Turkey, Ukraine, and Zambia.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
D541,880	D/238,295	May 1, 2007	September 13, 2005
D540,886	D/238,294	April 17, 2007	September 13, 2005
D540,885	D/238,293	April 17, 2007	September 13, 2005