

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skunk Studios, Inc.		04/08/2009	Corporation-State California:
RECEIVING PARTY DATA			
Name:	Big Fish Games, Inc.		
Street Address:	333 Elliott Avenue		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98119		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3262566	MAH JONG ADVENTURES	
Registration Number:	3242940	TENNIS TITANS	
Registration Number:	2927676	QBZ	
Registration Number:	2783264	GUTTERBALL	
Registration Number:	2908152	QBEEZ	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136336800		
Email:	kai.goodwin@thomsonreuters.com		
Correspondent Name:	Davis Wright Tremaine LLP		
Address Line 1:	865 S. Figueroa Street		
Address Line 2:	Suite 2400		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	60921-10		

CH \$140.00 3262566

NAME OF SUBMITTER:	Kai Goodwin
Signature:	/Kai Goodwin/
Date:	04/17/2009
Total Attachments: 5 source=skunk_bigfish#page3.tif source=skunk_bigfish#page4.tif source=skunk_bigfish#page5.tif source=skunk_bigfish#page6.tif source=skunk_bigfish#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2009 (as this agreement may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), is made by SKUNK STUDIOS, INC., a California Corporation ("Debtor") in favor of BIG FISH GAMES, INC., a Washington corporation ("Secured Party"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Content Agreement (as defined below), including definitions incorporated therein by reference.

RECITALS

WHEREAS, Debtor and Secured Party have entered into that certain Content Agreement, dated as of April 8, 2009 (as may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Content Agreement");

WHEREAS, pursuant to the Content Agreement, Debtor has granted to Secured Party a security interest in the Collateral to secure the Obligations as more fully set forth in the Content Agreement; and

WHEREAS, Secured Party has required that Debtor provide this Trademark Security Agreement to Secured Party to further confirm the grant to Secured Party of a continuing security interest in all of the Trademark Collateral (as defined below) as security for the Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Debtor agrees, for the benefit of Secured Party, as follows:

1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) All of Borrower's entire right, title and interest in and to all, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, any renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

(b) All reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clause (a).

(c) All proceeds of, and rights associated with, the foregoing (including license royalties and proceed of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing, and for breach or enforcement of any of the foregoing, and all rights corresponding thereto throughout the world.

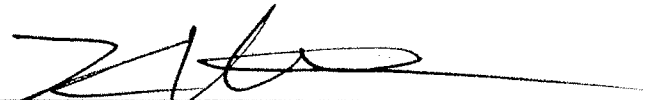
2. Security Agreement. This Trademark Security Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of,

the security interest granted to Secured Party under the Content Agreement. The Content Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Content Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has entered into this Trademark Security Agreement as of the date first written above.

SKUNK STUDIOS, INC.

By: 
Name: ERIC WIK
Title: CEO / CTO

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Mah Jong Adventures	3,262,566	July 10, 2007
Tennis Titans	3,242,940	May 15, 2007
QBZ	2,927,676	February 22, 2005
Gutterball	2,783,264	November 11, 2003
QBEEZ	2,908,152	December 7, 2004

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		

UNITED STATES OF AMERICA

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2009, before me,

(NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared _____
(NAME OF SIGNER)

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

**See Attached California
All-Purpose
Acknowledgment**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco }

On 9/10/09 before me, Sean Castillo Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kalle David Wick
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____