

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
PLAYNETWORK, INC.		09/30/2009	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	10800 NE Eighth Street
Internal Address:	Suite 100
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77398610	DRIVE YOUR BRAND, EXTEND YOUR REACH - JUST PUSH PLAY.
Serial Number:	76406581	G.I.G.S.
Serial Number:	77398602	JUST PUSH PLAY.
Serial Number:	75530792	
Serial Number:	75834405	PLAY NETWORK
Serial Number:	75834255	PLAY NETWORK
Serial Number:	77377645	SERENADE
Serial Number:	78583476	TURN ON THE EXPERIENCE

CORRESPONDENCE DATA

Fax Number: (206)359-9160
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206-359-8160
 Email: crachina@perkinscoie.com

900144501

**TRADEMARK
 REEL: 004072 FRAME: 0662**

OP \$215.00 77398610

Correspondent Name: Corina Rachina/Perkins Coie LLP
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Address Line 2: Suite 4800
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	21382-0037
NAME OF SUBMITTER:	Corina Rachina/Perkins Coie LLP
Signature:	/corina rachina/
Date:	10/02/2009

Total Attachments: 4
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This Grant of Security Interest in Trademark Rights (this "Agreement") dated as of September 30, 2009, is made by PLAYNETWORK, INC., a Washington corporation ("Obligor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith between Obligor and U.S. Bank (together with all amendments, supplements, exhibits and modifications thereto, the "Credit Agreement"), U.S. Bank has agreed to extend certain credit to Obligor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Obligor executed and delivered that certain Security Agreement of even date herewith in favor of U.S. Bank (together with all amendments, supplements, exhibits and modifications thereto, the "Security Agreement"), pursuant to which Obligor pledged and granted to U.S. Bank a continuing security interest in all Intellectual Property, including Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce U.S. Bank to extend credit to Obligor pursuant to the Credit Agreement, Obligor agrees, for the benefit of U.S. Bank as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest

Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys the Trademarks (including, without limitation, those items listed on Schedule A attached hereto) to U.S. Bank to secure payment, performance and observance of the Secured Obligations.

3. Purpose

This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to U.S. Bank in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement and the Credit Agreement (and all rights and remedies of U.S. Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment

Obligor does hereby further acknowledge and affirm that the rights and remedies of U.S. Bank with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

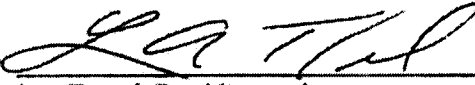
5. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PLAYNETWORK, INC., a Washington corporation

By 
Lon Troxel, President and
Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION

By 
Name: JENNIFER D'AMICO
Title: VICE PRESIDENT

Schedule A

<u>Mark/Owner</u>	<u>Country</u>	<u>Appl. No/ Date Filed</u>	<u>Reg. No./ Reg. Date</u>	<u>Class</u>
DRIVE YOUR BRAND EXTEND YOUR REACH – JUST PUSH PLAY	USA	77-398610 02/15/2008		IC9 IC35 IC38 IC41 IC42
PlayNetwork, Inc.				IC42
G.I.G.S.	USA	76/406581 05/09/2002	2697671 03/18/2003	IC42
JUST PUSH PLAY. PlayNetwork, Inc.	USA	77/398602 02/15/2008		IC9 IC35 IC38 IC41 IC42
Miscellaneous Design	USA	75/530792 7/31/1998	2432612 03/06/2001	IC9
PLAYNETWORK	USA	75/834405 10/28/1999	2863918 07/20/2004	IC9 IC41
PLAYNETWORK & Design	USA	75/834255 10/28/1999	2608498 08/20/2002	IC9 IC41
SERENADE	USA	77/377645 01/22/2008		IC42
TURN ON THE EXPERIENCE	USA	78/583476 03/09/2005	3063427 02/28/2006	IC9 IC41 IC42