

**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
NAVARRE CORPORATION		11/12/2009	CORPORATION: MINNESOTA
ENCORE SOFTWARE, INC.		11/12/2009	CORPORATION: MINNESOTA
FUNIMATION PRODUCTIONS, LTD.		11/12/2009	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	WELLS FARGO FOOTHILL, LLC, as Agent
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	3459429	NAVARRE
Registration Number:	3535430	NAVARRE
Registration Number:	3437863	NAVARRE
Registration Number:	3442455	NAVARRE
Registration Number:	3459430	NAVARRE
Registration Number:	3535431	NAVARRE
Registration Number:	2010746	FUNIMATION
Registration Number:	3299212	FUNIMATION ENTERTAINMENT
Registration Number:	3406768	FUNIMATION ENTERTAINMENT
Registration Number:	3406767	FUNIMATION ENTERTAINMENT
Registration Number:	3299211	FUNIMATION ENTERTAINMENT

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Registration Number:	3286907	FUNIMATION ENTERTAINMENT
Registration Number:	2931425	GIANT APE
Registration Number:	3181540	OUR TIME FAMILY ENTERTAINMENT
Registration Number:	3308281	PANDALIAN
Registration Number:	2829424	ALL ABOARD!
Registration Number:	2389380	BRAIN FOOD GAMES
Registration Number:	3301629	ENCORE
Registration Number:	3047491	ENCORE A NAVARRE CORPORATION COMPANY
Registration Number:	2007914	ENCORE SOFTWARE
Registration Number:	2387498	HIGH SCHOOL ADVANTAGE
Registration Number:	2487188	HIGH SCHOOL ADVANTAGE
Registration Number:	2808118	MEGA MAHJONGG
Registration Number:	2487185	MIDDLE SCHOOL ADVANTAGE
Registration Number:	3172700	MOBILEWARE
Registration Number:	3241560	NETWORK NOW!
Registration Number:	3403333	PROFESSOR FUJI'S KAKURO
Registration Number:	3246534	PROFESSOR FUJI'S SUDOKU
Registration Number:	2969158	SAFEWORLD
Registration Number:	2374704	SLOT CITY
Registration Number:	2374703	VEGAS FEVER
Registration Number:	2465003	MIDDLE SCHOOL ADVANTAGE

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.228
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	11/13/2009

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of November, 2009, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("WFF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Navarre Corporation, a Minnesota corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), WFF as arranger, and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of November 12, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title

and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED**

HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.


9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**NAVARRE CORPORATION,**  
a Minnesota corporation

By:   
Name: J. Reid Porter  
Title: Executive Vice President and Chief Financial Officer

**ENCORE SOFTWARE, INC.,**  
a Minnesota corporation

By:   
Name: J. Reid Porter  
Title: Chief Financial Officer and Treasurer

**FUNIMATION PRODUCTIONS, LTD.,**  
a Texas limited partnership

By: Navarre CP, LLC, its General Partner

By:   
Name: J. Reid Porter  
Title: Chief Financial Officer and Treasurer

**AGENT:**

**WELLS FARGO FOOTHILL, LLC, a**  
Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**NAVARRE CORPORATION,**  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENCORE SOFTWARE, INC.,**  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

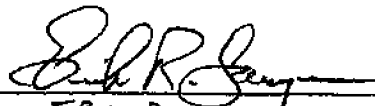
**FUNIMATION PRODUCTIONS, LTD.,**  
a Texas limited partnership

By: Navarre CP, LLC, its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**WELLS FARGO FOOTHILL, LLC,** a  
Delaware limited liability company

By:   
Name: ERIK R. SAWYER  
Title: SVP

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Navarre Corporation	US	NAVARRE	78/728,457 - 3459429	10/6/2005 - 7/1/2008
Navarre Corporation	US	NAVARRE	78/728,453 - 3535430	10/6/2005 - 11/18/2008
Navarre Corporation	US	NAVARRE	78/728,454 - 3437863	10/6/2005 - 5/27/2008
Navarre Corporation	US	NAVARRE (Stylized)	78/728,464 - 3442455	10/6/2005 - 6/3/2008
Navarre Corporation	US	NAVARRE (Stylized)	78/728,459 - 3459430	10/6/2005 - 7/1/2008
Navarre Corporation	US	NAVARRE (Stylized)	78/728,462 - 3535431	10/6/2005 - 11/18/2008
Navarre Corporation	CAN	NAVARRE	1296877	4/6/2006
Navarre Corporation	CAN	NAVARRE (Stylized)	1296877	4/6/2006
FUNimation Productions, Ltd.	US	FUNIMATION	74/580,468 - 2010746	9/30/1994 - 10/22/1996
FUNimation Productions, Ltd.	US	FUNIMATION ENTERTAINMENT (Stylized)	78/671,486 - 3299212	7/15/2005 - 9/25/2007
FUNimation Productions, Ltd.	US	FUNIMATION ENTERTAINMENT (Stylized)	78/671,474 - 3406768	7/15/2005 - 4/1/2008
FUNimation Productions, Ltd.	US	FUNIMATION ENTERTAINMENT (Stylized)	78/671,450 - 3406767	7/15/2005 - 4/1/2008
FUNimation Productions, Ltd.	US	FUNIMATION ENTERTAINMENT (Stylized)	78/671,482 - 3299211	7/15/2005 - 9/25/2007
FUNimation Productions, Ltd.	US	FUNIMATION ENTERTAINMENT (Stylized)	78/671,491 - 3286907	7/15/2005 - 8/28/2007
FUNimation Productions, Ltd.	US	GIANT APE	76/526,653 - 2931425	5/1/2003 - 3/8/2005
FUNimation Productions, Ltd.	US	OUR TIME FAMILY ENTERTAINMENT (Stylized)	78/362,612 - 3181540	2/4/2004 - 12/5/2006
FUNimation Productions, Ltd.	US	PANDALIAN	78/499,534 - 3308281	10/14/2004 - 10/9/2007
FUNimation Productions, Ltd.	US	SHODOJO	77/745,257	5/27/2009
Encore Software, Inc.	US	ALL ABOARD!	76/469,954 - 2829424	11/25/2002 - 4/6/2004
Encore Software, Inc.	US	BRAIN FOOD GAMES	75/654,848 - 2389380	3/13/1999 - 9/26/2000
Encore Software, Inc.	US	ENCORE	78/197,016 - 3301629	12/20/2002 - 10/2/2007
Encore Software, Inc.	US	ENCORE A NAVARRE CORPORATION COMPANY(Stylized)	76/563,730 - 3047491	11/24/2003 - 1/24/2006
Encore Software, Inc.	US	ENCORE SOFTWARE	74/700,386 - 2007914	7/12/1995 - 10/15/1996
Encore Software, Inc.	US	HIGH SCHOOL ADVANTAGE	75/725,427 - 2387498	7/06/1999 - 9/19/2000
Encore Software, Inc.	US	HIGH SCHOOL ADVANTAGE(Stylized)	76/035,244 - 2487188	4/26/2000 - 9/11/2001
Encore Software, Inc.	US	MEGA MAHJONNG	76/035,244 - 2808118	12/10/2002 - 1/27/2004

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**TRADEMARK**  
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Encore Software, Inc.	US	MIDDLE SCHOOL ADVANTAGE	75/725,425 - 2465003	7/06/1999 - 7/03/2001
<b>Grantor</b>	<b>Coun- try</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Encore Software, Inc.	US	MIDDLE SCHOOL ADVANTAGE(Stylized)	76/035,206 - 2487185	4/26/2000 - 9/11/2001
Encore Software, Inc.	US	MOBILEWARE (Stylized)	78/695,914 - 3172700	8/18/2005 - 11/14/2006
Encore Software, Inc.	US	NETWORK NOW! (Stylized)	78/774,551 - 3241560	12/15/2005 - 5/15/2007
Encore Software, Inc.	US	PROFESSOR FUJI'S KAKURO	78/825,300 - 3403333	2/28/2006 - 3/25/2008
Encore Software, Inc.	US	PROFESSOR FUJI'S SUDOKU	78/773,712 - 3246534	12/14/2005 - 5/29/2007
Encore Software, Inc.	US	SAFeworld AND DESIGN	76/473,677 - 2969158	12/10/2002 - 7/19/2005
Encore Software, Inc.	US	SLOT CITY	75/654,870 - 2374704	3/14/1999 - 8/8/2000
Encore Software, Inc.	US	VEGAS FEVER	75/654,868 - 2374703	3/14/1999 - 8/8/2000
Encore Software, Inc.	CAN	ENCORE A NAVARRE CORPORATION COMPANY(Stylized)	1378081	11/24/2003
Encore Software, Inc.	CAN	ENCORE EDUCATION	1080271 - 569585	10/26/2000 - 7/24/2002
Encore Software, Inc.	CAN	ENCORE EDUCATION (Stylized)	1080270 - 569093	10/26/2000 - 10/18/2002
Encore Software, Inc.	CAN	ENCORE SOFTWARE	1080451 - 569560	10/27/2000 - 10/24/2002
Encore Software, Inc.	CAN	ENCORE SOFTWARE (Stylized)	1080442 - 577205	10/27/2000 - 3/10/2003
Encore Software, Inc.	AUS	ENCORE EDUCATION	855053 - 855053	10/26/2000 - 5/4/2001
Encore Software, Inc.	AUS	ENCORE EDUCATION (Stylized)	855052 - 855052	10/26/2000 - 5/4/2001
Encore Software, Inc.	AUS	ENCORE SOFTWARE	855193 - 855193	10/27/2000 - 9/17/2001
Encore Software, Inc.	AUS	ENCORE SOFTWARE (Stylized)	855194 - 855194	10/27/2000 - 9/17/2001

### Trade Names

Navarre  
Navarre Distribution Services  
Navarre Online Fulfillment Services  
Funimation  
FUNimation Entertainment  
ZStore  
Anime Online  
Encore Software  
BCI Eclipse

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**Common Law Trademarks**

None

**Trademarks Not Currently In Use**

BabesBladesBloodBeauty  
Card Crazy  
Card Crazy (Stylized)  
Fun & Skills Pack  
Science Advantage  
Science Advantage (Stylized)  
Vegas Fever (Stylized)  
Webchest

**Trademark Licenses**

None

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