

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
Heatwave Interactive, Inc.		12/02/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Syndicated Communications Venture Partners V, L.P.		
Street Address:	8515 Georgia Avenue, Suite 725		
City:	Silver Spring		
State/Country:	MARYLAND		
Postal Code:	20910		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77653723	GODS & HEROES: ROME RISING	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Karen A. Webb, Esq.		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	26542-00070-3847		
NAME OF SUBMITTER:	Karen A. Webb, Esq.		
Signature:	/kaw/		
Date:	01/28/2010		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of December 2, 2009, by and between SYNDICATED COMMUNICATIONS VENTURE PARTNERS V, L.P. ("*Collateral Agent*") and HEATWAVE INTERACTIVE, INC., a Delaware corporation (the "*Grantor*").

RECITALS

A. Collateral Agent has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain *Security Agreement* by and between Collateral Agent and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time) (the "*Security Agreement*"); capitalized terms used herein are used as defined in the *Security Agreement*). Collateral Agent is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent a security interest in certain trademarks to secure the obligations of Grantor under the *Security Agreement*.

B. Pursuant to the terms of the *Security Agreement*, Grantor has granted to Collateral Agent a security interest in all of Grantor's rights, titles and interests, whether presently existing or hereafter acquired, in, to and under all of the trademarks that are part of the Collateral listed on Schedule A hereto, which Schedule A shall be updated from time to time to include any trademarks of Grantor arising after the date hereof (the "*Marks*").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the *Security Agreement*, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the *Security Agreement* between Grantor and Collateral Agent, Grantor grants and pledges to Collateral Agent a security interest in all of Grantor's rights, titles and interests in, to and under the Marks, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisionals, continuations, renewals, reexaminations, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent under the *Security Agreement*, and this Agreement shall expire or be terminated concurrently with the expiration or termination of the *Security Agreement*. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the *Security Agreement* and the Exhibits thereto, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the *Security Agreement* or any of the Exhibits thereto, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the *Security Agreement* or any of the Exhibits attached thereto, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Schedule A attached hereto sets forth any and all Marks in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this TRADEMARK SECURITY AGREEMENT to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Tower of the Hills
13809 Research Blvd., Suite B-400
Austin, Texas 78750

HEATWAVE INTERACTIVE, INC.

By: 
Anthony Castoro

Title: Chief Executive Officer

COLLATERAL AGENT:

Address of Collateral Agent:

8515 Georgia Avenue, Suite 725
Silver Spring, Maryland 20910

SYNDICATED COMMUNICATIONS VENTURE PARTNERS V, L.P.

BY: SYNCOM PARTNERS V, LLC,
ITS GENERAL PARTNER

By: _____
Milford Anthony Thomas

Title: Managing Member

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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Anthony Castoro

Title: Chief Executive Officer


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BY: SYNCOM PARTNERS V, LLC,
ITS GENERAL PARTNER

By: 
Milford Anthony Thomas

Title: Managing Member

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TRADEMARK
REEL: 004139 FRAME: 0961

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
GODS & HEROES: ROME RISING	United States	09,41	77/653,723	1/21/2009		
GODS & HEROES: ROME RISING	Taiwan	09,41	94,039,373	8/16/2005	1,208,902	5/1/2006
GODS & HEROES: ROME RISING	New Zealand	09,41	734,276	8/17/2005	734,276	2/23/2005