

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
Sega Entertainment U.S.A., Inc.		02/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sega Corporation		
Street Address:	1-2-12, Haneda, Ohta-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	144-8531		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77545452	GAMEWORKS	
Registration Number:	3591039	GAMEWORKS	
Registration Number:	3591040	GAMEWORKS	
Registration Number:	3591041	GAMEWORKS	
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:	Linda G. Henry, Esq.		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	SEGA - GAMEWORKS SEC INT		
DOMESTIC REPRESENTATIVE			

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**TRADEMARK
 REEL: 004141 FRAME: 0715**

Name: Linda G. Henry, Esq.
Address Line 1: 801 California Street
Address Line 2: Silicon Valley Center
Address Line 4: Mountain View, CALIFORNIA 94041

NAME OF SUBMITTER:	Linda G. Henry, Esq.
Signature:	/lgh/
Date:	02/01/2010

Total Attachments: 3
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Trademark Security Agreement
(Sega Corporation – Sega Entertainment U.S.A., Inc.)

This Trademark Security Agreement (“**Agreement**”), dated as of February 1, 2010 (“**Effective Date**”), is entered into between Sega Entertainment U.S.A., Inc., a Delaware corporation having its principal place of business at 800 Arthur Avenue, Elk Grove Village, IL 60007-5215 (“**Grantor**”), and Sega Corporation, a Japanese Corporation having its principal place of business at 1-2-12, Haneda, Ohta-ku, Tokyo, 144-8531, Japan (“**Lender**”).

WHEREAS, Grantor and Lender are parties to that certain Loan Agreement dated April 1, 2009;

WHEREAS, in connection with the Loan Agreement, Grantor and Lender are, contemporaneously herewith, entering into that certain Loan Agreement Supplement (“**Loan Supplement**”), and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Supplement, the “**Loan Documents**”); and

WHEREAS, Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Lender.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **GRANT OF SECURITY INTEREST:** To secure the complete and timely payment and performance of all obligations under the Loan Agreement and the Loan Documents, including interest that accrues after the commencement by or against Grantor of any insolvency proceeding naming such Person as the debtor in such proceeding, and without limiting any other security interest Grantor has granted to Lender, Grantor hereby grants, assigns, and conveys to Lender a security interest in Grantor’s entire right, title, and interest in and to the following, whether now owned or hereafter acquired (“**Collateral**”):
 - 1.1. All of Grantor’s right to the trademark and trademark registration listed on Exhibit A, as attached hereto (“**Trademark**”);
 - 1.2. All of Grantor’s right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the Trademark registration and Trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the Trademark, registration, or rights to the Trademark and all rights (but not obligations) corresponding thereto in the United States and any foreign country;
 - 1.3. The entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by the aforementioned Trademark;
 - 1.4. All commercial tort claims associated with or arising out of the aforementioned Trademark;
 - 1.5. All accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of the aforementioned Trademark and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and
 - 1.6. All products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

2. GENERAL PROVISIONS

- 2.1. **Rights Under Loan Supplement:** This Agreement has been granted in conjunction with the security interest granted to Lender under the Loan Supplement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Supplement, all terms and provisions of which are incorporated herein by reference.
- 2.2. **Successors:** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of Lender, except as specifically permitted hereby.
- 2.3. **Amendment; No Conflict:** This Agreement is subject to modification only by a writing signed by the parties. To the extent that any provision of this Agreement conflicts with any provision of the Loan Supplement, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Loan Supplement.
- 2.4. **Governing Law:** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date hereof.

LENDER:
SEGA CORPORATION

GRANTOR:
SEGA ENTERTAINMENT U.S.A., INC.

By: _____

Title: Officer, Chief of Corporate Division

By: _____

Title: _____

**Trademark Security Agreement
(Sega Corporation – Sega Entertainment U.S.A., Inc.)
Exhibit “A”
(Trademark)**

<u>Trademark</u>	<u>Application Number(s)</u>	<u>Registration Number(s)</u>
GAMEWORKS	77545452	3591039 3591040 3591041