

**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
REALTIME WORLDS, INC.		09/11/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3592998	APB
Registration Number:	3600160	ALL POINTS BULLETIN
Registration Number:	3600314	APB
Registration Number:	3600315	ALL POINTS BULLETIN
Registration Number:	3120663	REALTIME WORLDS
Serial Number:	77288585	MYWORLD
Serial Number:	77651515	APB
Serial Number:	77651533	ALL POINTS BULLETIN
Serial Number:	77559318	REALTIME WORLDS
Serial Number:	77559334	REALTIME WORLDS

**CORRESPONDENCE DATA**

Fax Number: (415)591-1400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (415) 591-1000

CH \$265.00 3592998

Email: tsien@winston.com  
Correspondent Name: Ted H. Sien  
Address Line 1: 101 California Street, Suite 3900  
Address Line 2: Winston & Strawn LLP  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (REALTIME WORLDS
NAME OF SUBMITTER:	John D. Fredericks, Esq.
Signature:	/John D. Fredericks, Esq./
Date:	08/13/2010

**Total Attachments: 7**

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**ORIGINAL**



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated September 11, 2009 by and between TriplePoint Capital LLC, a Delaware company and REALTIME WORLDS, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is REALTIME WORLDS, INC., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and REALTIME WORLDS, INC.

The Parties have entered into an Amended and Restated Plain English Loan and Security Agreement dated September 11, 2009 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST OF PATENTS

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**


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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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 to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: REALTIME WORLDS, INC.  
Signature:   
Print Name: GARY LEE  
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between Realtime Worlds, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
n/a		

**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
<b>MYWORLD</b> 'Improved Method of Creating a Computer Model of the Physical World'	Pending; Filed October 8, 2007	UK 0719625.6

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between Realtime Worlds, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**REGISTERED TRADEMARKS**

Name	Date Filed or Issued	Serial (Registration) Number	Status
<b>MYWORLD</b>			
Australia	2/12/2009	1219015	Registered
Japan	2/6/2009	5203423	Registered
South Korea	2/16/2009	45-0026508	Registered
Hong Kong	4/20/2009	301029438	Registered
Taiwan	12/1/2008	1341015	Registered
<b>APB / ALL POINTS BULLETIN</b>			
Australia ('APB')	2/23/2005	1042983	Registered
Australia ('All Points Bulletin')	2/23/2005	1042971	Registered
China ('APB')	1/14/2008	4518698	Registered
China ('All Points Bulletin')	1/28/2008	4518699	Registered
Europe*, Community Trademark- Class 9 & 16 ( 'APB')	2/4/2009	004278891	Registered
Europe*, Community Trademark- Class 28 & 41 ( 'APB')	8/26/2009	007033467	Registered
Europe*, Community Trademark- Class 9 ('All Points Bulletin')	3/20/2006	004278883	Registered
Europe*, Community Trademark- Classes 25, 28 & 41 ('All Points Bulletin')	4/10/2007	005011002	Registered
Japan ('APB')	4/7/2006	4943588	Registered
Japan ('All Points Bulletin')	1/20/2006	4922734	Registered
Korea, IC 09 ('APB' - for motion picture films)	4/27/2006	660251	Registered
Korea, IC 09 ('APB' - for computer video games/software)	7/25/2006	0671723	Registered
Korea, IC 41 ('APB')	8/22/2007	0153507	Registered
Korea, IC 09 ('All Points Bulletin')	4/20/2006	0659362	Registered
Korea, IC 41 ('All Points Bulletin')	6/20/2007	0150229	Registered
New Zealand ('APB')	1/31/2005	724549	Registered
Norway ('APB')	10/30/2006	235921	Registered

Switzerland ('APB')	2/2/2005	532360	Registered
Taiwan ('APB')	3/1/2005	1177379	Registered
Taiwan ('All Points Bulletin')	3/16/2006	1199770	Registered
Thailand ('APB')	2/16/2005	Reg. TM271937 581844	Registered
Thailand ('All Points Bulletin')	3/15/2005	Reg. TM235981 584413	Registered
United States, IC 09 ('APB')	3/17/2009	3592998	Registered
United States, IC 09 ('All Points Bulletin')	3/31/2009	3600160	Registered
United States, IC 41 ('APB')	3/31/2009	3600314	Registered
United States, IC 41 ('All Points Bulletin')	3/31/2009	3600315	Registered
<b>REALTIME WORLDS</b>			
United States, IC 09	7/25/2006	3120663	Registered

#### TRADEMARK APPLICATIONS

Name	Date Filed	Serial (Application) Number	Status
<b>MYWORLD</b>			
Canada	1/09/2008	1378533	Allowed (awaiting Declaration of Use)
China	3/12/2008	301029438	Pending, not yet examined
United States	9/25/2007	77/288585	Allowed (awaiting Declaration of Use)
European Community*	1/10/2008	006568497	Application opposed, proceeding pending
<b>APB / ALL POINTS BULLETIN</b>			
Canada ('APB')	2/10/2005	1247561	Allowed (awaiting Declaration of Use)
Canada ('All Points Bulletin')	2/10/2005	1247562	Filing of extension for Declaration of Use
United States, IC 09 ('APB')	1/16/2009	77651515	Notice of allowance issued 7/28/2009
United States, IC 09 ('All Points Bulletin')	1/16/2009	77651533	Notice of allowance issued 7/28/2009
<b>REALTIME WORLDS</b>			
Europe*, Community Trademark, Classes 9, 38 & 41	7/2/2008	007029507	Registration pending as of 8/28/2009
United States, IC 38	8/29/2008	77559318	Examiner's Amdt 6/2/2009, Pub date 7/14/2009
United States, IC 41	8/29/2008	77559334	Examiner's Amdt 6/2/2009, Pub date 7/14/2009

\*EU Community Trademarks cover all 27 EU member states (Austria, Belgium, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom)



**SCHEDULE C**

**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Between Realtime Worlds, Inc., as You (Grantor)  
And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
n/a			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
n/a		