

08-31-2010



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To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

8307

1. Name of conveying party(ies):

ASTRO GAMING, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 7/22/10

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Venture Lending & Leasing V. Inc.

Internal

Address: _____

Street Address: 2010 North First Street

City: San Jose

State: CA

Country: US Zip: 95131

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Maryland
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/908,302

B. Trademark Registration No.(s)
3,558,302

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey T. Klugman

Internal Address: _____

Street Address: 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

~~09/01/2010~~ WASHINGTON 00000000 77908302

Deposit Account Number _____

Authorized User Name _____

40.00 DP
25.00 DP

9. Signature:

Signature

8/19/10

Date

Jeffrey T. Klugman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of July 22, 2010, between Astro Gaming, Inc., a Delaware corporation ("Borrower"), and Venture Lending & Leasing V, Inc., a Maryland corporation ("Lender").

RECITALS

A. Pursuant to a Loan and Security Agreement and Supplement thereto, both dated as of March 11, 2009 (as the same have been and may be amended, restated, supplemented and modified from time to time, the "Loan Agreement" and the "Supplement", respectively), between Borrower and Lender, Lender made certain advances of money and extended certain financial accommodations to Borrower (the "Loans"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement and the Supplement.

B. Lender is willing to continue to extend such financial accommodations to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender security interests in all of Borrower's Intellectual Property, whether presently existing or hereafter acquired.

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 the Obligations under the Loan Agreement and the other Loan Documents, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the timely payment and performance of all of its Obligations under the Loan Documents, Borrower hereby grants to Lender continuing security interests in all of Borrower's right, title and interest in, to and under its Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The security interests granted to Lender herein are granted in addition to the security interests granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interests granted herein 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 Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the other 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

348 6th Street
San Francisco, California 94103

Attn: Chief Executive Officer

BORROWER:

ASTRO GAMING, INC.

By:  _____

Title: VP _____

Address:

2010 North First Street, Suite 310
San Jose, CA 95131

Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING V, INC.

By:  _____

Title: Jay Cohan - Vice President _____

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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None

EXHIBIT B

ISSUED U.S. PATENTS




Country	Patent No.	Title	Issuance Date
United States	D613,266	Headset Frame	Issued on April 5, 2010

PENDING U.S. PATENT APPLICATIONS

Country	Patent Application Name	Status
United States; separate applications to be filed in Europe, Japan and Canada	Headset with Noise Plates	Filed September 24, 2009, claims benefit of Provisional Application No. 61/014,360 filed on December 17, 2007. Pending.
United States	Daisy-Chained Game Audio Exchange	Filed December 18, 2008, claims benefit of Provisional Application No. 60/894,400 filed on March 12, 2007 and Provisional Application No. 61/036,003 filed on March 12, 2008. Pending.
United States	Wireless Game/ Audio System	Filed December 2, 2009. Pending.
United States	Game Communication Exchange	Filed August 23, 2007, claims benefit of Provisional Application 60/823365 filed August 23, 2006. Pending.

EXHIBIT C

Trademarks

Country	Application No./ Registration No.	Trademark	Status and Classes
European Community (CTM)	008824286	ASTRO GAMING	Filed: Jan. 21, 2010 Pending. Class 9, 18 and 25.
European Community (CTM)	008824294		Filed: Jan. 21, 2010 Pending. Class 9, 18 and 25.
(IR) International Registration	947.141		Registered Nov. 21, 2007; protection extended in the following countries: China European Community South Korea Japan. Class 9.
Japan	2010-34827	ASTRO GAMING	Filed: April 30, 2010 Pending. Class 9, 18 and 25.
United States	77/189984 3558302		Registered Jan. 6, 2007 Sec. 8 & 15 due 1/6/2014. Class 9.
United States	77/908302	ASTRO GAMING	Filed: Jan. 8, 2010 Pending. Class 9, 18 and 25.