

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SENNARI, INC.		02/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MFORMA EUROPE LIMITED
Street Address:	101 PRINCESS STREET
City:	MANCHESTER
State/Country:	UNITED KINGDOM
Postal Code:	M1 6DD
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2901414	SENNARI
Registration Number:	3150220	PRIZEPLAY
Registration Number:	3225112	PRIZEPLAY
Registration Number:	3150219	PRIZEPLAY

CORRESPONDENCE DATA

Fax Number: (703)739-9577
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-739-4900
 Email: MPETRY@STITES.COM
 Correspondent Name: MARVIN PETRY
 Address Line 1: 1199 NORTH FAIRFAX STREET
 Address Line 2: SUITE 900
 Address Line 4: ALEXANDRIA, VIRGINIA 22314

DOMESTIC REPRESENTATIVE

Name:

900180315

**TRADEMARK
 REEL: 004446 FRAME: 0067**

OP \$115.00 2901414

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	MARVIN PETRY
Signature:	/MP/
Date:	01/04/2011

Total Attachments: 8
source=assignment#page1.tif
source=assignment#page2.tif
source=assignment#page3.tif
source=assignment#page4.tif
source=assignment#page5.tif
source=assignment#page6.tif
source=assignment#page7.tif
source=assignment#page8.tif

THIS AGREEMENT is dated [17] February 2010

PARTIES

- (1) **Emotive Communications, Inc.** incorporated and registered in Delaware with company number 4177862 whose registered office is at 6345 Balboa Boulevard, Suite 330, Encino, CA 91316 ("**Assignor**"), acting on its own behalf, and on behalf of its subsidiary Sennari, Inc. incorporated and registered in Delaware with company number 3896123 (and formerly known as Sennari Entertainment, Inc.) whose registered office is at 6345 Balboa Boulevard, Suite 330, Encino, CA 91316 ("**Sennari**")
- (2) **Mforma Europe Limited** incorporated and registered in England and Wales with company number 03387647 whose registered office is at 101 Princess Street, Manchester M1 6DD ("**Assignee**").

BACKGROUND

- (A) The Assignor owns all of the Intellectual Property Rights in the Games and Games Documentation.
- (B) In order to facilitate the closing of the transactions contemplated by the Main Agreement, the Assignor has agreed to assign all of the Intellectual Property Rights in the Game and Games Documentation to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Confidential Information: all information relating to or comprised in the Games or Games Documentation which is not public knowledge and has not been disclosed to third parties, including all know-how and trade secrets.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, all other rights in the nature of copyright, trade marks (including the trade marks listed in Schedule 2), trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals, extensions or revivals of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Main Agreement: The Secured Party Bill of Sale agreement dated 12 February 2010 between Venture Lending & Leasing IV, Inc., Venture Lending & Leasing V, Inc. and the Assignee.

Games: the games listed in Schedule 1 (and the platform on which they are hosted) and all updates, upgrades, releases and versions thereof, including:

- (a) the source code and object code; and
- (b) all other works or material recorded or embodied in the Games, including the audio or visual content in any screen displays in the user interface.

Games Documentation: All and any documentation (whether in human or machine readable form) relating to the Games, including all:

- (a) operating manuals, user instruction manuals and training materials; and
- (b) documents associated with the creation, design, development or modification of the Games, including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.4 References to **including** and **includes** shall be deemed to mean respectively including without limitation.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.

- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

2. ASSIGNMENT

- 2.1 In consideration of the payment of \$5 to Assignor (receipt of which is hereby acknowledged), the Assignor assigns to the Assignee with full title guarantee the following rights throughout the world to hold the same to the Assignee and its successors and assigns absolutely ("**Rights**"):

- (a) the entire right, title and interest in any and all Intellectual Property Rights in the Games and Games Documentation (which for the avoidance of doubt, includes the Trade Marks of Sennari listed in Schedule 2);
- (b) all right and title of the Assignor in and to the Confidential Information and the full unfettered and exclusive right throughout the world to use the Confidential Information for any purpose whatsoever; and
- (c) all related rights and powers arising or accrued, including the right to sue for damages and other remedies in respect of any infringement of the Rights prior to the date of this assignment.

3. WARRANTIES

The Assignor warrants that, at the date of this agreement:

- (a) it has full power and authority to enter into this agreement;
- (b) the Games and Games Documentation are its original works, and have not been copied wholly or substantially from any other source, and that the use by the Assignee of the rights assigned to it will not infringe the rights of any third party;
- (c) it is the sole legal and beneficial owner of the Rights, free from encumbrances and all other rights exercisable by third parties;
- (d) it has not licensed or assigned the Rights to any third party in any part of the world;
- (e) the Games and Games Documentation contain nothing that is libellous, defamatory or indecent and do not infringe the statutory or common law rights of any third parties; and
- (f) except for the Assignee and certain employees of the Assignor (all of whom are subject to an enforceable obligation of confidentiality), the Confidential Information has not been disclosed to any person, firm or company.

4. INDEMNITY

The Assignor shall indemnify the Assignee against all and any loss, damages or costs sustained by the Assignee arising out of any breach by the Assignor of any of its

warranties under this assignment and, at the request of the Assignee, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

5. ASSIGNOR'S OBLIGATIONS

The Assignor agrees not to communicate or otherwise make available the Confidential Information to any third party without the prior written consent of the Assignee, nor use the Confidential Information for any purpose except, in either case, to the extent that the Assignor can show that the Confidential Information:

- (a) has become public knowledge other than through any breach of this agreement; or
- (b) is received after the date of this agreement by the Assignor from a third party who did not acquire it in confidence from the Assignor or the Assignee, or from someone owing a duty of confidence to the Assignor or the Assignee.

6. FURTHER ASSURANCE

The Assignor undertakes, at the request and expense of the Assignee, to bring into effect or do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the Rights or to enable the Assignee to protect, perfect, enforce or enjoy the Rights.

7. WAIVER OF MORAL RIGHTS

The Assignor has obtained from all authors of the Games and/or Games Documentation absolute, irrevocable and unconditional waivers in relation to all moral rights which subsist in the Games and/or Games Documentation by virtue of Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

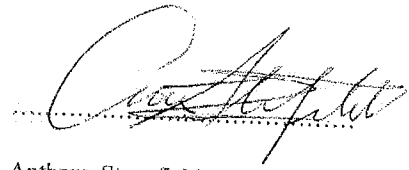
8. GOVERNING LAW AND JURISDICTION

- 8.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of Assignor:

Signature:



Name:

Anthony Stonefield

Designation:

Chief Executive Officer

Date:

12 February 2010

Signed on behalf of Assignee:

Signature:

.....

Name:

.....

Designation:

.....

Date:

.....

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of Assignor:

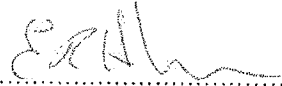
Signature:

Name:

Designation:

Date:

Signed on behalf of Assignee:

Signature: 

Name: Eric Hobson

Designation: C.E.O.

Date: 22/2/10

Schedule 1

Games:

- Battleships Prize Play
- Astro Prize Pachinko
- Snakes and Ladders Prize Play
- Mahjong Prize Play
- Triple Towers Prize Play
- 6 Card Prize Play
- Monopoly
- Golden Balls
- Trivia 5000

Platform:

The PrizePlay server technology including but not limited to its designs, source code, tables, current and archived user data, build scripts, build history and issue/bug databases

Schedule 2

USA

TRADE MARK	Serial Number	Registration number
PRIZEPLAY	78904217	3225112
PRIZEPLAY	78669329	3150220
PRIZEPLAY	78669326	3150219
SENNARI	78903725	3223022
SENNARI	76557856	2901414

European Community Trade Marks (CTMs):

TRADE MARK	Trade Mark Number
PrizePlay	005232988
PRIZEPLAY	005232921
SENNARI	005232855
BLING	005216635