

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
PLAYPHONE, INC.		12/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3173243	IRRITATING MAZE	
Registration Number:	3356210	P	
Registration Number:	3800960	PLAYCREDITS	
Registration Number:	3274475	PLAYPHONE	
Registration Number:	3429567	PLAYPHONE	
Registration Number:	3513272	RATEDPHONE	
Registration Number:	3394582		
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		

CH \$190.00 3173243

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 250121.1 (PLAYPHONE TM)

NAME OF SUBMITTER: JOHN D. FREDERICKS, ESQ.

Signature: /JOHN D. FREDERICKS, ESQ./

Date: 01/24/2011

Total Attachments: 10

source=Playphone IP Security Agreement (executed)#page1.tif
source=Playphone IP Security Agreement (executed)#page2.tif
source=Playphone IP Security Agreement (executed)#page3.tif
source=Playphone IP Security Agreement (executed)#page4.tif
source=Playphone IP Security Agreement (executed)#page5.tif
source=Playphone IP Security Agreement (executed)#page6.tif
source=Playphone IP Security Agreement (executed)#page7.tif
source=Playphone IP Security Agreement (executed)#page8.tif
source=Playphone IP Security Agreement (executed)#page9.tif
source=Playphone IP Security Agreement (executed)#page10.tif



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of December 29, 2010 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and PLAYPHONE, 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 PlayPhone, Inc., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and PlayPhone, Inc.

The Parties have entered into a Plain English Growth Capital and Accounts Receivable Loan and Security Agreement dated as of December 29, 2010 (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:

1. GRANT OF SECURITY INTEREST OF PATENTS

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.

2. LOAN AGREEMENT

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.

3. OUR RIGHT TO SUE

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 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 out-of-pocket costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect 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.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint 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.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

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 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.

7. GOVERNING LAW; COUNTERPARTS

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: **PLAYPHONE, INC.**

Signature:

Print Name:

Title:

Ron Czerny

Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

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

None.

SCHEDULE B**To Plain English Intellectual Property Security Agreement
Between PlayPhone, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)****TRADEMARKS AND TRADEMARK APPLICATIONS**

TRADEMARKS				
Trademark	Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
IRRITATING MAZE	United States of America	Registered	78609397	3173243
		09 Int.	15-April-2005	21-Nov-2006
P DESIGN	Canada	Registered	1261998	TMA669226
		NC No Class	13-June-2005	03-Aug-2006
P DESIGN	European Community	Registered	0691841	006971841
		09 Int., 35 Int.	09-Jun-2008	12-Mar-2009
P DESIGN	Japan	Registered	2005102063	4964221
		09 Int.	31-Oct-2005	23-Jun-2006
P DESIGN	United States of America	Registered	78830042	3356210
		09 Int.	06-Mar-2006	18-Dec-2007
PLAYCREDITS	United States of America	Registered	77760696	3800960
		36 Int.	16-Jun-2009	06-Aug-2010
PLAYPHONE	Argentina	Registered	2830998	2294529
		09 Int.	11-Jun-2008	10-Jun-2009
PLAYPHONE	Argentina	Registered	2830999	2294530
		35 Int.	11-Jun-2008	10-Jun-2009
PLAYPHONE	Australia	Protected	A0012865	968634
		09 Int., 35 Int.	20-Jun-2008	20-Jun-2008
PLAYPHONE	Canada	Registered	128157600	TMA681729
		NC No Class	01-Dec-2005	15-Feb-2007
PLAYPHONE	Colombia	Registered	08057342	379985
		09 Int.	05-Jun-2008	29-May-2009

TRADEMARKS

Trademark	Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
PLAYPHONE	Colombia	Registered	08057348	379986
		35 Int.	05-Jun-2008	29-May-2009
PLAYPHONE	France	Registered	093642546	093642546
		09 Int., 35 Int.	07-Apr-2009	07-Apr-2009
PLAYPHONE	Hong Kong	Registered	301132127	301132127
		09 Int., 35 Int.	04-Jun-2008	04-Jun-2008
PLAYPHONE	India	Registered	1550003	874985
		38 Int.	16-Apr-2007	31-Mar-2010
PLAYPHONE	Indonesia	Registered	D0023357	IDM000234934
		09 Int.	17-Jul-2008	03-Feb-2010
PLAYPHONE	Indonesia	Registered	2008023358	IDM000234983
		35 Int.	26-Jun-2008	08-Mar-2010
PLAYPHONE	Int'l Registration – Madrid Protocol Only	Filed	A0012865	968634
		09 Int., 35 Int.	20-Jun-2008	20-Jun-2008
PLAYPHONE	Israel	Registered	212288	212288
		09 Int.	10-Jun-2008	07-Jan-2010
PLAYPHONE	Israel	Registered	212289	212289
		35 Int.	10-Jun-2008	07-Jan-2010
PLAYPHONE	Japan	Registered	2006004491	5007412
		09 Int.	23-Jan-2006	01-Dec-2006
PLAYPHONE	Korea, Republic of	Registered	A0012865	968634
		09 Int., 35 Int.	20-Jun-2008	20-Jun-2008
PLAYPHONE	Korea, Republic of	Registered	4020050058289	4007036500000
		09 Int.	12-Dec-2005	23-Mar-2007
PLAYPHONE	Korea, Republic of	Registered	41200733836	41189237
		38 Int.	28-Dec-2007	26-Aug-2009

TRADEMARKS

Trademark	Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
PLAYPHONE	Korea, Republic of	Registered	4120060024132	4101681920000
		38 Int.	22-Sep-2006	09-Jun-2008
PLAYPHONE	Mexico	Registered	797885	975950
		38 Int.	02-Aug-2006	12-Mar-2007
PLAYPHONE	New Zealand	Registered	790523	790523
		09 Int., 35 Int.	04-Jun-2008	04-Jun-2008
PLAYPHONE	Norway	Registered	A0012865	968634
		09 Int., 35 Int.	20-Jun-2008	20-Jun-2008
PLAYPHONE	Philippines	Registered	42008006910	42008006910
		09 Int., 35 Int.	12-Jun-2008	10-Dec-2009
PLAYPHONE	Singapore	Registered	A0012865	968634
		09 Int., 35 Int.	20-Jun-2008	20-Jun-2008
PLAYPHONE	South Africa	Registered	08012596	
		09 Int.	03-Jun-2008	24-May-2010
PLAYPHONE	South Africa	Registered	08012597	
		35 Int.	03-Jun-2008	24-May-2010
PLAYPHONE	Switzerland	Protected	A0012865	968634
		09 Int., 35 Int.	20-Jun-2008	20-Jun-2008
PLAYPHONE	Taiwan	Pending	097027130	1384867
		09 Int., 35 Int.	09-Jun-2008	01-Nov-2009
PLAYPHONE	Turkey	Registered	A0012865	068634
		09 Int., 35 Int.	20-Jun-2008	20-Jun-2008
PLAYPHONE	United States of America	Registered	78775495	3274475
		09 Int.	16-Dec-2005	07-Aug-2007
PLAYPHONE	United States of America	Registered	77126316	3429567
		35 Int.	08-Mar-2007	20-May-2008

TRADEMARKS

Trademark	Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
PLAYPHONE	Venezuela	Registered	09004521	
		35 Int.	20-Mar-2009	26-Feb-2010
PLAYPHONE	Viet Nam	Filed	A0012865	968634
		09 Int., 35 Int.	20-Jun-2008	20-Jun-2008
PLAYPHONE AND DESIGN	European Community	Registered	4870689	004870689
		09 Int., 38 Int., 41 Int.	24-Jan-2006	16-May-2010
PLAYPHONE AND DESIGN	United States of America	Registered	76482337	2959000
		09 Int.	14-Jan-2003	07-Jun-2005
RATEDPHONE	Mexico	Registered	862612	997104
		38 Int.	19-Jun-2007	08-Aug-2007
RATEDPHONE	Mexico	Registered	860002	996143
		41 Int.	07-Jun-2007	03-Aug-2007
RATEDPHONE	United States of America	Registered	77126314	3513272
		35 Int.	08-Mar-2007	07-Oct-2008
RATEDPHONE LOGO DESIGN	United States of America	Registered	77226308	3394582
		35 Int.	10-Jul-2007	11-Mar-2008

TRADEMARK APPLICATIONS

Trademark	Country Name	Status Class(es)	Application Number/Date
PLAYPHONE	Chile	Published	826488
		09 Int.	26-Jun-2008
PLAYPHONE	Chile	Published	826489
		35 Int.	26-June-2008
PLAYPHONE	Malaysia	Pending	08011037
		09 Int.	05-Jun-2008
PLAYPHONE	Malaysia	Pending	08011038
		35 Int.	05-Jun-2008
PLAYPHONE	Venezuela	Published	09004522
		09 Int.	20-Mar-2009
PLAYPHONE ADVICE	European Community	Gen. Misc.	
PLAYPHONE AND DESIGN	Brazil	Pending	829631631
		42 Int.	28-Mar-2008
PLAYPHONE AND DESIGN	Brazil	Published	829631640
		09 Int.	28-Mar-2008
PLAYPHONE AND DESIGN	Brazil	Published	829631674
		41 Int.	28-Mar-2008
PLAYPHONE AND DESIGN	Brazil	Published	829631666
		35 Int.	28-Mar-2008
PLAYPHONE AND DESIGN	Italy	Pending	MI20093874
		09 Int., 35 Int.	15-Apr-2009
PLAYPHONE AND DESIGN	South Africa	Pending	200813863
		09 Int.	
PLAYPHONE AND DESIGN	South Africa	Pending	200813864
		35 Int.	

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between PlayPhone, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

None.