

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
BLUE NOODLE INC.	FORMERLY NEOEDGE NETWORKS, INC.	02/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	m/c 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85017566	HAPPY THOUGHTS	
Serial Number:	77963754	BLUE NOODLE ENTERTAINMENT	
Serial Number:	77963742	PRIZE-O-RAMA	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1432 BLUE NOODLE		

CH \$90.00 85017566

900185339

**TRADEMARK
 REEL: 004488 FRAME: 0950**

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/02/2011
Total Attachments: 5 source=Blue Noodle signed IPSA#page1.tif source=Blue Noodle signed IPSA#page2.tif source=Blue Noodle signed IPSA#page3.tif source=Blue Noodle signed IPSA#page4.tif source=Blue Noodle signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 1, 2011 by and between COMERICA BANK ("Bank") and BLUE NOODLE INC. formerly known as NEOEDGE NETWORKS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

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

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.

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.


GRANTOR:

Address of Grantor:

BLUE NOODLE INC.

45 Broadway Street
San Francisco, CA 94111

Attn: *Chief Executive Officer*

By: 
Title: *President and CEO*

BANK:

Address of Bank:

COMERICA BANK

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Centers


By: 
Title: *V.P.*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	--------------------------

1.

901033 v1/HN

EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue/ Application Date</u>
Interstitial advertising in a gaming environment	11/678,253	02/23/07
Service and messaging infrastructure to support creation of distributed, peer to peer applications with a service oriented architecture	11/545,057	10/06/06
System and method for providing content, applications, services and digital media to users in a peer-to-peer network	11/545,026	10/06/06
System and method for advertisement identification, selection, and distribution involving a peer-to-peer network	11/545,449	10/06/06
Computer advertising system with built-in per-impression consumer feedback mechanism	12/398,734	03/05/09
System for providing distraction-free content in a flash-based gaming environment	12/546,075	08/24/09
Associating advertisements and game data in a flash-based gaming environment	12/349,050	01/06/09

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HAPPY THOUGHTS	85/017,566	04/19/10
BLUE NOODLE ENTERTAINMENT	77/963,754	03/19/10
PRIZE-O-RAMA	77/963,742	03/19/10