

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		IP Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPQ Acquisition Corp.		03/22/2011	CORPORATION: CALIFORNIA
Xfire, Inc.		03/22/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Viacom International Inc.		
Street Address:	1515 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	a Delaware Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78341163	XFIRE	
CORRESPONDENCE DATA			
Fax Number:	(212)299-6716		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2128376716		
Email:	aguilar@hugheshubbard.com		
Correspondent Name:	Obed Aguilar		
Address Line 1:	Hughes Hubbard LLP One Battery Park Plaz		
Address Line 2:	One Battery Park Plaza		
Address Line 4:	Newyork, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	030387.00047 XFIRE,VIACOM		
NAME OF SUBMITTER:	Obed Aguilar		
Signature:	/Obed Aguilar/		

OP \$40.00 78341163

900187189

TRADEMARK
REEL: 004503 FRAME: 0179

Date:

03/22/2011

Total Attachments: 5

source=Notice of Grant of Security Interest in Trademarks and Patents#page1.tif

source=Notice of Grant of Security Interest in Trademarks and Patents#page2.tif

source=Notice of Grant of Security Interest in Trademarks and Patents#page3.tif

source=Notice of Grant of Security Interest in Trademarks and Patents#page4.tif

source=Notice of Grant of Security Interest in Trademarks and Patents#page5.tif

Notice of Grant of Security Interest in Trademarks and Patents

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (this "**Notice**"), dated as of March 22, 2011 made by MPQ Acquisition Corp., a Delaware corporation ("**MPQ**"), Xfire, Inc., a Delaware corporation ("**Xfire**"); Xfire and MPQ are sometimes referred to herein individually as, each "**Grantor**" and collectively as, the "**Grantors**", in favor of Viacom International Inc., a Delaware corporation ("**Secured Party**").

WHEREAS, the Grantors are the owners of (x) the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth on Schedule 1 attached hereto (collectively, the "**Trademarks**") and (y) the patents set forth on Schedule 2 attached hereto, including the associated registrations and applications of registration set forth on Schedule 2 attached hereto (collectively, the "**Patents**");

WHEREAS, pursuant to the Security Agreement, dated as of March 22, 2011, by and among the Grantors and the Secured Party (the "**Agreement**"), Grantor irrevocably granted to Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantors, including Grantor Intellectual Property (as defined in the Agreement)

WHEREAS, pursuant to the Agreement, the Grantors agreed to take all action reasonably necessary or as reasonably requested by Secured Party to create, confirm or preserve the security interest granted pursuant to the Agreement in Grantor Intellectual Property;

WHEREAS, (x) the Trademarks, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "**Trademark Collateral**") and (y) the Patents and all products and proceeds of the Patents (collectively, the "**Patent Collateral**") constitute Grantor Intellectual Property;

WHEREAS, the Grantors have all necessary right, title and interest to grant Secured Party a security interest in the Trademark Collateral and the Patent Collateral; and

WHEREAS, Secured Party deems it necessary, and Grantors have agreed, to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "**PTO**") to confirm, evidence and perfect the security interest in the Trademark Collateral and Patent Collateral granted pursuant to the Security Agreement.

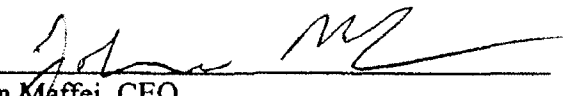
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreement, the Grantors hereby grant, assign and convey to Secured Party a security interest in, and lien on, the Trademark Collateral and the Patent Collateral, in each case, now existing or hereafter acquired.

The Grantors hereby acknowledge the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and the Patent Collateral and to grant the same to the Secured Party, and the Grantors hereby requests the PTO to file and record the same together with the annexed Schedule 1 and Schedule 2.


The Grantors and the Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral and the Patent Collateral may only be terminated in accordance with the terms of the Agreement.

The Grantors have caused this Notice of Grant of Security Interest to be duly executed and notarized, with effect as of the date first written above.

MPQ ACQUISITION CORP.

By: 
John Maffei, CEO

XFIRE, INC.

By: 
Name:
Title:

STATE OF) WA
) ss.:
COUNTY OF King)

On this 9 day of March, 2011, before me personally came **John Maffei**, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he/she is the **Chief Executive Officer** of MPQ Acquisition Corp.; he/she signed the instrument in the name of MPQ Acquisition Corp.; and he/she had the authority to sign the instrument on behalf of MPQ Acquisition Corp.

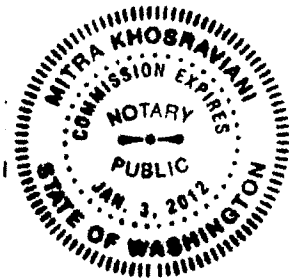


M. Khosravi

Notary Public

STATE OF) WA
) ss.:
COUNTY OF King)

On this 9 day of March, 2011, before me personally came **John Maffei**, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he/she is the **Chief Executive Officer** of Xfire, Inc.; he/she signed the instrument in the name of Xfire, Inc.; and he/she had the authority to sign the instrument on behalf of Xfire, Inc.



M. Khosravi

Notary Public

Schedule 1

Trademarks

Owner	Mark	Serial No./ Registration No.	Filing Date/ Registration Date
Xfire, Inc.	XFIRE	AC-06/0114	12/15/03

Schedule 2

Patents

Owner	Patent	Serial No./ Registration No.	Filing Date/ Registration Date
Xfire, Inc.	System and Method for Facilitating Multiplayer Online Gaming	PCT/US05/0066 16	02/28/2005 03/16/2004
Xfire, Inc.	System and Method for Facilitating Multiplayer Online Gaming	10/802,086	02-28-2005 03/16/2004