

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

RAZORGATOR INTERACTIVE GROUP, 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) February 24, 2011

- 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: Square 1 Bank
 Internal
 Address: Lee Conner
 Street Address: 406 Blackwell Street
 City: Durham
 State: North Carolina
 Country: USA Zip: 27701

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship North Carolina
- 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)

B. Trademark Registration No.(s)

3182802 and others as listed on Exhibit C hereto

Additional sheet(s) attached? Yes No

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

TicketTrader Logo

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

Name: Square 1 Bank
 Internal Address: Lee Conner
 Street Address: 406 Blackwell Street, Suite 240
 City: Durham
 State: North Carolina Zip: 27701
 Phone Number: 919-314-3086
 Fax Number: 919-354-1278 NEW
 Email Address: loandocsdept@square1bank.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-3822
 Authorized User Name Lee Conner

9. Signature:

Lee Conner /TKF
Signature

3-18-11
Date

Lee Conner

Name of Person Signing

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

8

CH \$440.00 503822 7875611

EXHIBIT C
TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>
TicketTrader Logo	3182802	78636121
Fan2Fan Logo		78756110
Fan2Fan Ticket Exchange	3186042	78667048
TicketOS		78905880
TicketTrader Logo	3207476	78637434
Openfield Technologies	3156974	78636376
Openfield Technologies Logo	3156973	78636370
TicketTrader	3212299	78608127
Master Broker Logo		78848695
Master Broker Exchange		78848692
Master Broker	3208323	78848689
Live on the edge of your seat	3050576	78553316
RazorGator Logo	3050577	78553319
Openfeed	3093000	78637435
RazorGator Experiences		77025090
RazorGator	2794546	78076786
Tickco	3187236	78816864

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 24, 2011 by and between **SQUARE 1 BANK** ("**Bank**") and **RAZORGATOR INTERACTIVE GROUP, INC., RAZORGATOR, INC., AND ADVANCED ENTERTAINMENT, INC.** (jointly and severally, "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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.

C. 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 all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (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 (collectively, "Intellectual Property Collateral").

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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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.

Grantors:

RAZORGATOR INTERACTIVE GROUP,
INC.

ADVANCED ENTERTAINMENT, INC.

By [Signature]
Title CEO

By [Signature]
Title CEO

RAZORGATOR, INC.

By [Signature]
Title CEO

Address of Grantors:

11150 Santa Monica Blvd., Suite 500
Los Angeles, California 90025

Bank:

Square 1 Bank

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

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.

Grantors:

RAZORGATOR INTERACTIVE GROUP, INC.

ADVANCED ENTERTAINMENT, INC.

By _____
Title _____

By _____
Title _____

RAZORGATOR, INC.

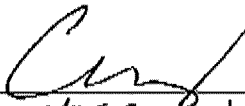
By _____
Title _____

Address of Grantors:

11150 Santa Monica Blvd., Suite 500
Los Angeles, California 90025

Bank:

Square 1 Bank

By  _____
Name MIKE GRIFFIN
Title VP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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NONE

EXHIBIT B

PATENTS

Description	Patent or Application Number	Registration or Filing Date
Ticket Management System	11/761,988	June 12, 2007