

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FILLPOINT, LLC		05/13/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PRENFILL, LLC
<b>Street Address:</b>	c/o PPEM, LLC
<b>Internal Address:</b>	623 Fifth Avenue, 32nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3153809	ATV QUAD POWER RACING
Registration Number:	2716062	BATTLE REALMS
Registration Number:	2727385	CRAVE ENTERTAINMENT
Registration Number:	2217428	CRAVE ENTERTAINMENT
Registration Number:	2576393	CRAVE ENTERTAINMENT
Registration Number:	2576394	CRAVE ENTERTAINMENT
Registration Number:	3049176	CRAVE GAMES
Registration Number:	3609593	FILLPOINT
Registration Number:	3493752	FILLPOINT
Registration Number:	3113665	PINBALL HALL OF FAME
Serial Number:	85104840	RED WAGON GAMES
Serial Number:	85104881	RED WAGON GAMES
Registration Number:	3083527	STRIKE FORCE BOWLING

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Registration Number:	2622862	TOKYO XTREME RACER
Registration Number:	3124394	TRIGGER MAN
Registration Number:	3645068	WORLD CHAMPIONSHIP CARDS
Registration Number:	3071884	WORLD CHAMPIONSHIP POKER

**CORRESPONDENCE DATA**

Fax Number: (973)597-2400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 973-597-2500  
Email: lstrademark@lowenstein.com  
Correspondent Name: Lowenstein Sandler PC  
Address Line 1: 65 Livingston Avenue  
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	19426.27
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	06/28/2011

**Total Attachments: 8**  
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 13, 2011, is made by **FILLPOINT, LLC**, a Delaware limited liability company having an address at 2392 Route 9, Mechanicville, NY 12118 (“**Grantor**”), in favor of **PRENFILL, LLC**, a Delaware limited liability company having an address at c/o PPEM, LLC, 623 Fifth Avenue, 32<sup>nd</sup> floor, New York, New York 10022 (“**Secured Party**”).

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit and Security Agreement, dated as of the date hereof, by and between Grantor, as Borrower, and Secured Party, as Lender (as the same may be amended, supplemented, modified and/or restated from time to time, the “**Credit Agreement**”), the Grantor has agreed to make certain loans and extensions of credit (the “**Loans**”) to the Grantor;

**WHEREAS**, Secured Party is willing to make the Loans but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

Section 2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all of its registered trademarks, servicemarks and trademark and servicemark licenses to which it is a party including those referred to on Schedule I hereto, and all unregistered trademarks, servicemarks and trademark and servicemark licenses;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution or (ii) injury to the goodwill associated with any of the foregoing.

Section 3. **SECURITY AGREEMENT.** The security interests in the Trademark Collateral granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FILLPOINT, LLC

By: [Signature]  
Name: Glenn Rockwood  
Its: President

ACCEPTED AND ACKNOWLEDGED BY:

PRENFILL, LLC, as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York        )  
  ) ss.:  
COUNTY OF Saratoga    )

On the 13<sup>th</sup> day of May in the year 2011 before me, the undersigned, personally appeared Glenn Rockwood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument in Malta, NY [city, state].

[Signature]  
Notary Public

G. MATTHEW IGLER  
Notary Public  
State of New York, Saratoga County  
My Commission Expires 11/05/2011  
Reg. #011G8175455

Trademark Security Agreement

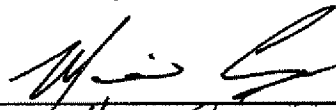
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FILLPOINT, LLC**

By: \_\_\_\_\_  
Name:  
Its:

ACCEPTED AND ACKNOWLEDGED BY:

**PRENFILL, LLC**, as Secured Party

By:   
Name: Mario Ciampi  
Title:

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument in \_\_\_\_\_ [city, state].

\_\_\_\_\_  
Notary Public

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND LICENSES**

**WORLDWIDE TRADEMARK AND SERVICE MARKS OWNED BY**  
**FILLPOINT, LLC**

Report by Country  
Status: ACTIVE

REFERENCE# STATUS	MARK CLASSES	FILED	APPL#	REGDT	REG#
<b>CANADA</b>					
55413 REGISTERED	CRAVE ENTERTAINMENT NA	2/19/1999	1006757	2/24/2004	TMA603066
55436 REGISTERED	SVG DISTRIBUTION NA	1/26/2004	1204062	1/27/2005	TMA631384
<b>EUROPEAN COMMUNITY</b>					
55422 REGISTERED 039,041,042	CRAVE 009,016,028	3/26/1999	001119502	3/12/2003	001119502
55425 REGISTERED	TOKYO XTREME RACER 009,016,041	2/1/2002	002560456	5/28/2003	002560456
55427 REGISTERED	WORLD CHAMPIONSHIP POKER 009,016	11/8/2004	004116216	1/25/2006	004116216
<b>JAPAN</b>					
55414 REGISTERED 042	CRAVE ENTERTAINMENT 009,016,041	10/15/1999	H11093208	11/29/2002	4625703

Schedule 5.11 Intellectual Property Disclosures (continued)

<b>UNITED STATES</b>					
55429 REGISTERED	ATV QUAD POWER RACING 009	11/1/2005	78/744,347	10/10/2006	3,153,809
55421 REGISTERED	BATTLE REALMS 009	1/10/2000	75/893,019	5/13/2003	2,716,062
55415 REGISTERED	CRAVE ENTERTAINMENT 009	2/6/1998	75/430,241	6/17/2003	2,727,385
55416 REGISTERED	CRAVE ENTERTAINMENT 009	2/25/1998	75/440,142	1/12/1999	2,217,428
55417 REGISTERED	CRAVE ENTERTAINMENT 016	1/15/1998	75/419,476	6/4/2002	2,576,393
55419 REGISTERED	CRAVE ENTERTAINMENT 035	2/6/1998	75/430,236	6/4/2002	2,576,394
55430 REGISTERED	CRAVE GAMES 009	6/29/2004	78/443,004	1/24/2006	3,049,176
54237 REGISTERED	FILLPOINT 035	10/18/2007	77/307,371	4/21/2009	3,609,593

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54238 REGISTERED	FILLPOINT & DESIGN 035	10/18/2007	77/307,824	8/26/2008	3,493,752
55432 REGISTERED	PINBALL HALL OF FAME 009	3/26/2004	78/391,562	7/11/2006	3,113,665
57124 PENDING	RED WAGON GAMES 009	8/11/2010	85/104,840		
57453 PENDING	RED WAGON GAMES and Design 009	8/11/2010	85/104,881		
55433 REGISTERED	STRIKE FORCE BOWLING 009	12/22/2003	78/344,482	4/18/2006	3,083,527
55426 REGISTERED	TOKYO XTREME RACER 009	2/24/2000	75/926,178	9/24/2002	2,622,862
55434 REGISTERED	TRIGGER MAN 009	3/15/2004	78/384,580	8/1/2006	3,124,394
55435 REGISTERED	WORLD CHAMPIONSHIP CARDS 009	7/25/2006	78/937,320	6/23/2009	3,645,068
55428 REGISTERED	WORLD CHAMPIONSHIP POKER 009	2/3/2004	78/361,663	3/21/2006	3,071,884

END OF REPORT



Schedule 5.11 Intellectual Property Disclosures (continued)

**Key:**

NA = Canada does not categorize goods and service by local or International Class.

**European Community** constitutes the 27 member nations of: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and United Kingdom.

**Illustrative Coverage of Goods and Services:**

**CLASS 009:** VIDEO GAME PROGRAMS; INTERACTIVE VIDEO GAME PROGRAMS; VIDEO GAME SOFTWARE; INTERACTIVE VIDEO GAME SOFTWARE; INTERACTIVE MULTIMEDIA COMPUTER GAME PROGRAMS; VIDEO GAME CARTRIDGES; VIDEO GAME DISCS; GAME SOFTWARE; ELECTRONIC GAME PROGRAMS; ELECTRONIC GAME SOFTWARE; ELECTRONIC GAME SOFTWARE FOR HANDHELD ELECTRONIC DEVICES; ELECTRONIC GAME SOFTWARE FOR WIRELESS DEVICES; ELECTRONIC GAME SOFTWARE FOR CELLULAR TELEPHONES; DOWNLOADABLE ELECTRONIC GAME PROGRAMS; DOWNLOADABLE COMPUTER GAME PROGRAMS; DOWNLOADABLE COMPUTER GAME SOFTWARE VIA A GLOBAL COMPUTER NETWORK AND WIRELESS DEVICES; COMPUTER GAME PROGRAMS DOWNLOADABLE VIA THE INTERNET; COMPUTER GAME SOFTWARE FOR PERSONAL COMPUTERS AND HOME VIDEO GAME CONSOLES; COMPUTER GAME SOFTWARE FOR USE ON MOBILE AND CELLULAR PHONES; COMPUTER SOFTWARE, NAMELY, GAME ENGINE SOFTWARE FOR VIDEO GAME DEVELOPMENT AND OPERATION; VIRTUAL REALITY GAME SOFTWARE; VIDEO GAME MACHINES FOR USE WITH EXTERNAL DISPLAY SCREEN OR MONITOR; VIDEO GAME MACHINES FOR USE WITH TELEVISIONS; VIDEO GAME CONSOLES FOR USE WITH AN EXTERNAL DISPLAY SCREEN OR MONITOR; VIDEO GAME CONSOLES FOR USE WITH TELEVISIONS; VIDEO GAME JOYSTICKS; VIDEO GAME INTERACTIVE HAND HELD REMOTE CONTROLS FOR PLAYING ELECTRONIC GAMES; VIDEO GAME INTERACTIVE REMOTE CONTROL UNITS; VIDEO GAME INTERACTIVE CONTROL FLOOR PADS OR MATS; PLAYER-OPERATED ELECTRONIC CONTROLLERS FOR ELECTRONIC VIDEO GAME MACHINES; PROTECTIVE CARRYING CASES SPECIALLY ADAPTED FOR VIDEO GAME CONSOLES FOR USE WITH AN EXTERNAL DISPLAY SCREEN OR MONITOR; FACE PLATES FOR VIDEO GAME CONSOLES FOR USE WITH EXTERNAL MONITORS

**CLASS 016:** PRINTED MATTER; POSTERS; MAGAZINES, NEWSLETTERS AND PERIODICAL PUBLICATIONS; INSTRUCTION AND USER MANUALS; INSTRUCTION AND USER MANUALS FOR VIDEO AND COMPUTER GAME PROGRAMS AND ELECTRONIC GAME SOFTWARE; NEWSLETTERS CONCERNING VIDEO AND COMPUTER GAME PROGRAMS; SERIES OF NON-FICTION BOOKS CONCERNING VIDEO AND COMPUTER GAME PROGRAMS; COMIC BOOKS; ALL THE FOREGOING PERTAINING TO VIDEO GAMES AND COMPUTER GAMES.

**CLASS 028:** GAMES, TOYS AND PLAYTHINGS; HAND HELD UNITS FOR PLAYING ELECTRONIC GAMES; STAND ALONE VIDEO GAME OUTPUT MACHINES; ACTION FIGURES; PLAY FIGURES.

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Schedule 5.11 Intellectual Property Disclosures (continued)

**CLASS 035:** DISTRIBUTION SERVICES FOR OTHERS IN THE FIELDS OF TOYS, COMPUTER GAMES, COMPUTER GAME CONSOLES, COMPUTER GAME PLATFORMS, COMPUTER GAME SOFTWARE, COMPUTER GAME PROGRAMS, COMPUTER GAME FIRMWARE, COMPUTER GAME HARDWARE, HAND HELD UNITS FOR PLAYING COMPUTER GAMES, COMPUTER GAME EQUIPMENT, COMPUTER GAME ACCESSORIES, VIDEO GAMES, VIDEO GAME CONSOLES, VIDEO GAME PLATFORMS, VIDEO GAME SOFTWARE, VIDEO GAME PROGRAMS, VIDEO GAME FIRMWARE, VIDEO GAME HARDWARE, HAND HELD UNITS FOR PLAYING VIDEO GAMES, VIDEO GAME EQUIPMENT, VIDEO GAME ACCESSORIES, ELECTRONIC GAMES, ELECTRONIC GAME CONSOLES, ELECTRONIC GAME PLATFORMS, ELECTRONIC GAME SOFTWARE, ELECTRONIC GAME PROGRAMS, ELECTRONIC GAME FIRMWARE, ELECTRONIC GAME HARDWARE, HAND HELD UNITS FOR PLAYING ELECTRONIC GAMES, ELECTRONIC GAME EQUIPMENT, ELECTRONIC GAME ACCESSORIES; BUSINESS CONSULTING SERVICES RELATING TO PRODUCT DISTRIBUTION, OPERATIONS MANAGEMENT SERVICES, LOGISTICS, REVERSE LOGISTICS, SUPPLY CHAIN, AND PRODUCTION SYSTEMS AND DISTRIBUTION SOLUTIONS; BUSINESS MANAGEMENT SERVICES, NAMELY, MANAGING LOGISTICS, REVERSE LOGISTICS, SUPPLY CHAIN SERVICES, SUPPLY CHAIN VISIBILITY AND SYNCHRONIZATION, SUPPLY AND DEMAND FORECASTING AND PRODUCT DISTRIBUTION PROCESSES FOR OTHERS.

**CLASS 035:** DISTRIBUTORSHIPS IN THE FIELD OF COMPUTER GAME AND VIDEO GAME PROGRAMS AND RELATED PRINTED MATERIALS AND TOYS SOLD THEREWITH.

**CLASS 039:** STORAGE, TRANSPORTATION, DELIVERY AND DISTRIBUTION OF COMPUTER HARDWARE FOR USE IN PLAYING VIDEO GAMES AND COMPUTER GAMES, COMPUTER SOFTWARE FOR VIDEO GAMES AND COMPUTER GAMES, PRINTED MATTER FOR VIDEO GAMES AND COMPUTER GAMES, TOYS AND GAMES.

**CLASS 041:** INTERACTIVE VIDEO GAME AND COMPUTER GAME EDUCATION AND ENTERTAINMENT SERVICES; INTERACTIVE COMPUTER GAME SERVICES PROVIDED BY A GLOBAL COMPUTER NETWORK OR OTHER ELECTRONIC COMMUNICATIONS; VIDEO GAME SERVICES PROVIDED BY MEANS OF ELECTRONIC COMMUNICATIONS.

**CLASS 042:** RESEARCH AND CONSULTANCY SERVICES RELATING TO COMPUTER HARDWARE FOR USE IN PLAYING VIDEO GAMES AND COMPUTER GAMES, AND COMPUTER SOFTWARE FOR VIDEO GAMES AND COMPUTER GAMES; COMPUTER PROGRAMMING FOR VIDEO GAMES AND COMPUTER GAMES; SUPPORT AND MAINTENANCE SERVICES FOR COMPUTER SOFTWARE FOR VIDEO GAMES AND COMPUTER GAMES.

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