

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
Knowledge Adventure, Inc.	FORMERLY Knowledge Holdings, Inc.	08/08/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing V, Inc.		
Street Address:	2010 North First Street, Suite 310		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3690406	SUPERSECRET	
Registration Number:	3690405	SUPERSECRET	
CORRESPONDENCE DATA			
Fax Number:	(415)777-4961		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 981 1400		
Email:	gkiviat@grmslaw.com		
Correspondent Name:	Jeffrey T. Klugman		
Address Line 1:	Four Embarcadero Center, Suite 4000		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	46109/0161		
NAME OF SUBMITTER:	Jeffrey T. Klugman		
Signature:	/Jeffrey T. Klugman/		

OP \$65.00 3690406

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TRADEMARK
 REEL: 004601 FRAME: 0235

Date:

08/09/2011

Total Attachments: 3

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SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 1 to Intellectual Property Security Agreement (this "Supplement") is made as of August 8, 2011, by and between KNOWLEDGE ADVENTURE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC. ("Secured Party"), a Maryland corporation ("Secured Party").

RECITALS

WHEREAS, Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement dated as of February 20, 2009 (the "Intellectual Property Security Agreement") pursuant to which, among other things, Grantor granted Secured Party a security interest in, to and under certain items of Grantor's Intellectual Property;

WHEREAS, Grantor and Secured Party wish to amend the Intellectual Property Security Agreement to include reference to certain Patents and Trademarks acquired by Grantor after the execution thereof; and

WHEREAS, each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Intellectual Property Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Exhibit B to the Intellectual Property Security Agreement, the listing of Grantor's Patents, is hereby supplemented and amended by Exhibit "B" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Patents set forth thereon. Exhibit C to the Intellectual Property Security Agreement, the listing of Grantor's Trademarks, is hereby supplemented and amended by Exhibit "C" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Trademarks set forth thereon.

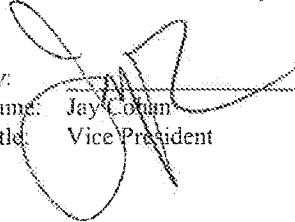
2. This Supplement shall be deemed to be an amendment to the Intellectual Property Security Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and conditions of, and terms defined in, this Supplement are hereby incorporated by reference into the Intellectual Property Security Agreement as if such terms and provisions were set forth in full therein. Except as so amended hereby, the Intellectual Property Security Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

GRANTOR:

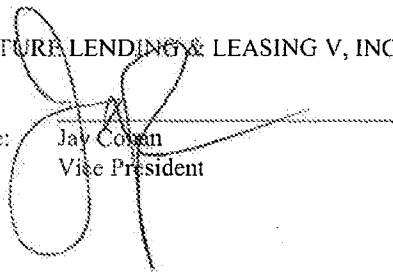
KNOWLEDGE ADVENTURE, INC.

By: VENTURE LENDING & LEASING V, INC.,
as attorney-in-fact pursuant to Section 3(b)(i) of
the Intellectual Property Security Agreement

By: 
Name: Jay Colman
Title: Vice President

SECURED PARTY:

VENTURE LENDING & LEASING V, INC.

By: 
Name: Jay Colman
Title: Vice President

SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "B"

Title	Application Number
1. Limited-use Codes for Establishing Relationships between Entities	12485671
2. Communication among Shards in a Multi-Participant Online Environment	12582961

SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "C"

Description of Trademark	Registration Number
1. SUPERSECRET	3690406
2. SUPERSECRET	3690405

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JTK/400332.1