

02/16/2012

2-16-12



103640717

To the Director of the U. S. Patent and

documents or the new address(es) below.

1. Name of conveying party(ies):

HI5 NETWORKS, INC.

- Individual(s)
- General Partnership
- Corporation- State: CALIFORNIA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) CALIFORNIA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JANUARY 16, 2012

- 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: MAGI.COM, INC.

Internal

Address:

Street Address: 55 2ND STREET, SUITE 400

City: SAN FRANCISCO

State: CA

Country: U.S. Zip: 94105

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

85146807
85248944

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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



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

Name: JOHN W. EASTERBROOK, ESQ.

Internal Address: SILICON VALLEY LAW GROUP

Street Address: 25 METRO DRIVE, SUITE 600

City: SAN JOSE

State: CA Zip: 95110

Phone Number: 408-573-5700

Fax Number: 408-573-5701

Email Address: JWE@SVLG.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/16/2012 AMULLINS 00000014 85146807
Deposit Account Number 40.00 00
Authorized User Name 25.00 00

9. Signature:

John W. Easterbrook
Signature

2-7-12

Date

JOHN W. EASTERBROOK, ESQ.

Name of Person Signing

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

10

**AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENTS;
PARTIAL RELEASE OF COLLATERAL**

This **AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENTS; PARTIAL RELEASE OF COLLATERAL** ("Amendment and Release") is made as of January 16, 2012 (the "Release Effective Date") by **SILICON VALLEY BANK**, a California banking corporation ("Bank") and **MAGI.COM, INC.**, formerly known as **H15 NETWORKS, INC.**, a California corporation ("Grantor" or "Borrower").

RECITALS

A. Bank has made credit extensions to Borrower as described in that certain Loan and Security Agreement dated June 30, 2010 (as thereafter amended, restated, or otherwise modified, including by that certain First Amendment to Loan and Security Agreement dated as of July 22, 2011, that certain Consent Agreement dated as of December 9, 2011, and that certain Second Amendment to Loan And Security Agreement dated approximately of even date herewith (collectively, the "Loan Agreement").

B. As collateral security for the payment and performance of all of Borrower's indebtedness, obligations and liabilities to Bank, including its Obligations under the Loan Agreement, Borrower and Bank entered into those two certain Intellectual Property Security Agreements, each dated June 30, 2010 ("Existing IP Agreements"), wherein Borrower granted to Bank a security interest in certain Intellectual Property Collateral including, but not limited to, its Copyrights, Trademarks, Patents, and Mask Works ("Existing IP Collateral"). Borrower entered into the Existing IP Agreements under its former name, hi5 Networks, Inc.

C. Bank is Assignee, for security purposes, of the Existing IP Collateral of Borrower, as Assignor thereof, as set forth in the Existing IP Agreements. In connection therewith, notices have been filed with the United States Patent and Trademark Office and U.S. Copyright Office, as appropriate.

D. Pursuant to that certain Consent Agreement dated as of December 9, 2011 ("Consent Agreement"), Bank consented to Borrower's entry into an Asset Purchase Agreement as referenced therein and, in connection therewith, agreed to release certain of the Existing IP Collateral from Bank's security interest (the "Released IP"). The Released IP comprises a portion, but not all, of the Existing IP Collateral.

E. On or about December 12, 2011, Borrower amended its Articles of Incorporation in the State of California to change its name to **MAGI.COM, INC.**

F. Borrower and Bank therefore wish to amend the Existing IP Agreements to set forth the Released IP, the name change of Borrower, and make additional modifications as may be set forth herein, but only to the extent as set forth in this Amendment and Release.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, Bank hereby represents, warrants and agrees as follows:

1. Definitions. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement or the Existing IP Agreements. The Existing IP Agreements, as modified by this Amendment and Release, are collectively referred to herein as the "IP Agreement."

1.1 The definition of "Grantor" or "Borrower" set forth in the IP Agreement shall be amended for all purposes to mean MAGI.COM, INC., a California corporation.

2. Released IP Collateral.

2.1 The following table enumerates the Released IP, which is hereby released from Bank's lien:

	Description	Number
COPYRIGHTS	hi5 Stars (Avatars)	PA0001647065
TRADEMARKS	Hi5	78978161
	Hi5	78978162
	Hi5	78792869
	Hi5	85291261

2.2 Bank shall take necessary and reasonable steps to give prompt notice of release to the United States Patent and Trademark Office, with respect to the Trademarks, and to the U.S. Copyright Office, with respect to the Copyrights, and instructions to the foregoing to release any collateral assignment or encumbrance in favor of Bank.

3. Retained and Assigned Intellectual Property Collateral.

3.1 Exhibits A, B, C and D of each of the Existing IP Agreements are hereby deleted and replaced in their entirety with Exhibits A, B, C and D, respectively, attached to this Amendment and Release.

4. Attorneys' Fees and Costs. Grantor agrees to pay all of Bank's attorneys' fees and costs incurred in connection with this Amendment and related matters, together with fees assessed by the United States Patent and Trademark Office and to the U.S. Copyright Office in connection with filings to amend Bank's assignments for security and/or release of the Released IP.

5. Limitation of Amendments.

5.1 The modifications set forth above in Section 2 of this Amendment and Release are effective for the purposes set forth herein, shall be limited and interpreted precisely as written, and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other provision or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the Loan Agreement or any other Loan Document.

5.2 This Amendment and Release shall be construed in connection with and as part of the Loan Documents, and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as expressly modified by this Amendment and Release, are hereby ratified and confirmed and shall remain in full force and effect.

6. Representations and Warranties. To induce Bank to enter into this Amendment and Release, Borrower represents and warrants to Bank as follows:

6.1 Borrower has the power and authority to execute and deliver this Amendment and Release and to perform its obligations under the IP Agreement, as amended by this Amendment and Release;

6.2 The organizational documents of Borrower delivered to Bank previously remain true, accurate and complete and have not been amended, supplemented or restated except those amendments of which Bank has been notified in writing, including Borrower's change of name to MAGI.COM, INC., and such organizational documents continue to be in full force and effect;

6.3 The execution and delivery by Borrower of this Amendment and Release and the performance by Borrower of its obligations under the IP Agreement have been duly authorized; and

6.4 This Amendment and Release has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

7. Integration. This Amendment and Release, together with the IP Agreement and other Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and Release and the other Loan Documents merge into this Amendment and Release and the other Loan Documents.

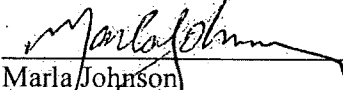
8. Counterparts. This Amendment and Release may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

9. Effectiveness. This Amendment and Release shall be deemed effective as of December 12, 2011.

IN WITNESS WHEREOF, Bank has caused this Amendment and Release to be duly executed as of the date first written above.

BANK

SILICON VALLEY BANK

By: 
Name: Marla Johnson
Title: Senior Advisor, Western Division

BORROWER

MAGI.COM, INC.,
a California corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Bank has caused this Amendment and Release to be duly executed as of the date first written above.

BANK

SILICON VALLEY BANK

By: _____
Name: Marla Johnson
Title: Senior Advisor, Western Division

BORROWER

MAGI.COM, INC.,
a California corporation

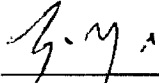
By:  _____
Name: RAJAT KUNJORE
Title: COO

Exhibit A

**To Amendment to Intellectual Property Security Agreements;
Partial Release of Collateral**

COPYRIGHTS

Description	Registration Number
None	

Exhibit B

**To Amendment to Intellectual Property Security Agreements;
Partial Release of Collateral**

PATENTS

Description	Application Number
Value-generating alternatives to using virtual currency	13156164
Multi-media application with predictive real-time content delivery	61382843

Exhibit C

**To Amendment to Intellectual Property Security Agreements;
Partial Release of Collateral**

TRADEMARKS

Description	Serial Number
SOCIOPATH	85146807
SOCIOPAY	85248944

Exhibit D

**To Amendment to Intellectual Property Security Agreements;
Partial Release of Collateral**

MASKWORKS

Description	Application Number
None	