

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|------------------------------------|-------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PlayPhone, Inc. | | 05/19/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Road | | |
| Internal Address: | Mail Code 7578 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | a Texas banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85359992 | PLAYPHONE | |
| Registration Number: | 3800960 | PLAYCREDITS | |
| Serial Number: | 85441375 | CASTLE OF SHADOWS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (734)930-2494 | | |
| Phone: | 734-761-3780 | | |
| Email: | asujek@bodmanlaw.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Angela Alvarez Sujek - Bodman PLC | | |
| Address Line 1: | 201 South Division, Ste. 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | Angela Alvarez Sujek | | |
| Signature: | /Angela Alvarez Sujek/ | | |

OP \$90.00 85359992

Date:

03/07/2012

Total Attachments: 6

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of May 19, 2011, between COMERICA BANK ("Bank") and PLAYPHONE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of April 29, 2008, as amended from time to time (the "Prior Agreement").

B. The parties desire to amend and restated the Prior Agreement in accordance with the terms of this Amended and Restated Intellectual Property Security Agreement.

C. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement 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.

D. Bank is willing to make the Loans to Grantor, but only upon 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.

E. 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 its 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 Collateral (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.

The security interest granted in this Amended and Restated Intellectual Property Security Agreement 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 Amended and Restated 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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Amended and Restated Intellectual Property Security Agreement amends, restates and replaces the Prior Agreement; provided, however, nothing contained herein shall impair the liens and security interests granted under the Prior Agreement which liens and security interests shall continue in full force and effect.

[Signatures on following page]

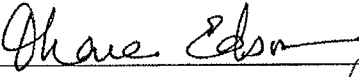
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

PlayPhone, Inc.
224 Airport Parkway #300
San Jose, CA 95110
Fax (408) 261-6201

GRANTOR:

PLAYPHONE, INC.

By: 

Name: THARA EDSON

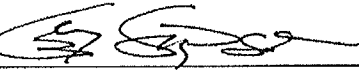
Title: VP - finance

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: 

Name: Guy Simpson

Title: Vice President

With a copy to:

226 Airport Parkway
MC 4120
San Jose, CA 95110
Attn: Guy Simpson
Fax: (408) 451-8568

EXHIBIT A

Copyrights

None.

Detroit_1091923_2

TRADEMARK
REEL: 004732 FRAME: 0740

EXHIBIT B

Patents

None.

Detroit_1091923_2

TRADEMARK
REEL: 004732 FRAME: 0741

EXHIBIT C

Trademarks

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|------------------------------|-----------|-------------|-----------|-----------|
| PLAYPHONE (and Design) | 85/359992 | 6/29/11 | n/a | n/a |
| PLAYCREDITS | 77/760696 | 6/16/09 | 3,800,960 | 6/8/10 |
| Design Only | 77/226308 | 7/10/07 | 3,394,582 | 3/11/08 |
| RATEDPHONE | 77/126314 | 3/8/07 | 3,513,272 | 10/7/08 |
| PLAYPHONE | 77/126316 | 3/8/07 | 3,429,567 | 5/20/08 |
| P (and Design) | 78/830042 | 3/6/06 | 3,356,210 | 12/18/07 |
| PLAYPHONE | 78/775495 | 12/16/05 | 3,274,475 | 8/7/07 |
| IRRITATING MAZE (and Design) | 78/609397 | 4/15/05 | 3,173,243 | 11/21/06 |
| PLAYPHONE (and Design) | 76/482337 | 1/14/03 | 2,959,000 | 6/7/05 |
| CASTLE OF SHADOWS | 85/441375 | 10/6/11 | n/a | n/a |