

04/03/2012

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/20)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103642853

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)

MumboJumbo, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 3/21/12

- 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: Bank Leumi USA

Internal

Address: _____

Street Address: 8383 Wilshire Blvd., Suite 400

City: Beverly Hills

State: CA

Country: USA Zip: 90211

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other NY Banking Corp. 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)

3,670,923; 3,271,302;
3,951,051; 4,003,827

Additional sheet(s) attached? Yes No

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

MUMBOJUMBO; LUXOR; MUMBOJUMBO; MIDNIGHT MYSTERIES

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

Name: Clifton Jessup, Esq., Greenberg Traurig, LLP

Internal Address: _____

Street Address: 2200 Ross Avenue, Suite 5200

City: Dallas

State: TX Zip: 75201

Phone Number: 214-665-3638

Fax Number: 214-665-3601

Email Address: jessupc@gtlaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 04/03/2012, MARTIN 00000071 3670923

Authorized User Name 01 FC: A521

40.00

75.00

9. Signature:

Dmitriy Gutkin
Signature

3/28/2012
Date

Dmitriy Gutkin, AVP Bank Leumi USA
Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDMENT TO SECOND FORBEARANCE AGREEMENT

This *Amendment to Second Forbearance Agreement* (the "**Amendment**") dated as of March 21, 2012, is made by and between MUMBOJUMBO INC., a Delaware corporation, and MUMBOJUMBO DISTRIBUTION LLC, a Texas limited liability company (each a "**Borrower**," and, collectively, "**Borrowers**"), MUMBOJUMBO, LLC, a Texas limited liability company ("**MumboJumbo, LLC**"), and BANK LEUMI USA, a banking corporation organized under the laws of the State of New York ("**Lender**"). Each capitalized term used but not defined herein shall have the meaning given to such term in the Loan Documents (as defined below).

WHEREAS, on July 29, 2011, Borrowers and Lender entered into a *Second Forbearance Agreement* (the "**Second Forbearance Agreement**"); and

WHEREAS, Borrowers and Lender entered into a promissory note dated as of March 15, 2010 (the "**Note**") (the Note and all documents executed in connection therewith as amended from time to time shall sometimes hereinafter be collectively referred to as the "**Loan Documents**"); and

WHEREAS, Ron Dimant and United Developers LLC (the "**Guarantors**") unconditionally guaranteed repayment of the Note to Lender pursuant to the terms of a certain *Guaranty Agreement* dated as of October 31, 2007 (the "**Guaranty**"); and

WHEREAS, Borrowers and MumboJumbo, LLC brought certain commercial tort claims and other causes of action against PopCap Games, Inc., and PopCap Games International, Ltd. (collectively, "**Judgment Debtors**"), in the District Court, 193rd Judicial District of Dallas County, Texas (the "**Court**"), styled *PopCap Games, Inc., et al., v. MumboJumbo, LLC, et al.*, Cause No. 07-12157 (the "**PopCap Lawsuit**"); and

WHEREAS, on March 1, 2010, the Court entered a final judgment in the PopCap Lawsuit in favor of Borrowers and MumboJumbo, LLC (the "**Final Judgment**") against Judgment Debtors as more fully set forth therein and as summarized in the Second Forbearance Agreement; and

WHEREAS, on August 31, 2011, the Final Judgment was reversed pursuant to that certain *Opinion* issued by the Court of Appeals for the Fifth District of Texas at Dallas (Case No. No. 05-10-00301-CV); and

WHEREAS, Borrowers and MumboJumbo, LLC desire to grant a security interest to Lender, and Lender desires to accept from Borrowers a lien on, all of Borrowers' right, title, and interest in and to any and all intellectual property of each Borrower and of MumboJumbo, LLC, including, but not limited to, all patents, trade secrets, copyrights, and trademarks;

WHEREAS, Borrowers and Lender desire to amend the terms of the Second Forbearance Agreement as set forth in this Amendment, including to grant Lender a lien upon and security interest in all Intellectual Property (as defined herein) of each Borrower; and

WHEREAS, MumboJumbo, LLC desires to joins in this Amendment for the purpose of granting Lender a lien upon and security interest in all Intellectual Property (as defined herein) of MumboJumbo, LLC.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto amend and supplement the Second Forbearance Agreement and otherwise provide as follows:

1. Incorporation of Recitals. Each of the foregoing recitals is incorporated herein by reference as if fully set forth herein.

2. Amendment and Grant of Lien Upon and Security Interest in Intellectual Property. Based upon the consideration set forth herein, and in order to grant Lender a lien upon and security interest in all Intellectual Property (as defined herein) of the Borrowers and of MumboJumbo, LLC, (a) paragraph 4 of the Second Forbearance Agreement is hereby supplemented and amended to add the following as subparagraph (d) thereto, and (b) MumboJumbo, LLC does hereby expressly join in such granting of a lien and security interest as follows:

“(d) In consideration of the mutual covenants and agreements contained herein, and in furtherance of the terms and provisions set forth herein, the Borrowers and MumboJumbo, LLC each hereby absolutely grants, pledges, and assigns to Lender a valid, enforceable, and perfected lien upon and security interest in, and rights of setoff and recoupment against, all right, title, and interest of each Borrower and MumboJumbo, LLC in and to all of its respective Intellectual Property for the benefit of Lender as in effect as of the date of the Loan Documents to secure the obligations set forth in the Second Forbearance Agreement and herein and as further security and collateral for the prompt performance, observance, and payment in full of the Debt under the Loan Documents. “Intellectual Property” as used herein shall be defined as all now owned or hereafter acquired right, title, and interest in all domain names, trade names, trademarks and trademark applications (whether registered or unregistered, and including, but not limited to, the trademarks and trademark applications specifically set forth on Schedule 1 hereto), trade secrets, service marks, data bases, software, and software systems (including the source and object codes), information systems, discs, tapes, customer lists, telephone numbers, credit memoranda, goodwill, patents and patent applications (including, but not limited to, the patents and patent applications specifically set forth on Schedule 1 hereto), patents pending, copyrights and copyright applications (whether registered or unregistered, and including, but not limited to, the copyrights and copyright applications specifically set forth on Schedule 1 hereto), royalties, literary rights, licenses, and franchises, together with (i) all income, royalties, damages, claims, and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (ii) rights to sue for past, present, and future infringements thereof, and (iii) all rights corresponding to any of the foregoing throughout the world.”

3. Miscellaneous.

(a) Ratification and Confirmation of the Second Forbearance Agreement. Except as expressly amended and supplemented by this Amendment, all terms and provisions of the Second Forbearance Agreement are hereby ratified, confirmed, and re-affirmed in all respects and shall remain in full force and effect. The Second Forbearance

Agreement and this Amendment shall be read, taken, and construed as one and the same instrument.

(b) Further Assurances. Borrowers and MumboJumbo, LLC agree to execute such other and further documents and instruments as Lender may reasonably request to implement the provisions of this Amendment.

(c) Integration. In entering into this Amendment, Borrowers and MumboJumbo, LLC acknowledge that they are relying on no statement, representation, warranty, covenant, or agreement of any kind made by Lender or any employee or agent of Lender, except for the agreements of Lender set forth herein.

(d) GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES.

(e) Counterparts; Telecopied Signatures. This Amendment may be executed in any number of counterparts and by different parties to this Amendment in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same Amendment. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

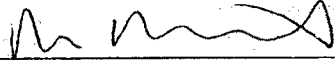
(f) Headings. The titles and headings of the numbered paragraphs of this Amendment have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Amendment.

(g) Consultation With Counsel. Borrowers and MumboJumbo, LLC acknowledge that they have consulted with counsel and with such other experts and advisors as they have deemed necessary in connection with the negotiation, execution, and delivery of this Amendment and the other documents executed in connection herewith.

[Signatures follow on separate page(s).]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

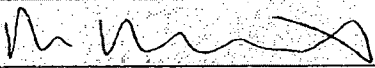
MUMBOJUMBO INC., Borrower

By: 
Name: RON DIMANT
Title: PRESIDENT

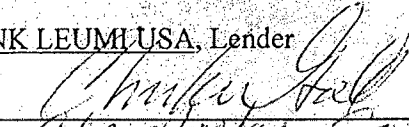
MUMBOJUMBO DISTRIBUTION LLC, Borrower

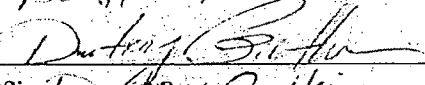
By: 
Name: RON DIMANT
Title: MANAGER

MUMBOJUMBO, LLC


By: 
Name: RON DIMANT
Title: MANAGER

BANK LEUMI USA, Lender

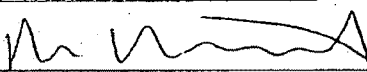
By: 
Name: Christopher Goll
Title: First Vice President

By: 
Name: Dorothy Guthrie
Title: Assistant Vice President

THE UNDERSIGNED GUARANTORS HEREBY ACKNOWLEDGE THE TERMS OF THIS AMENDMENT AND AFFIRM THAT THE GUARANTY REMAINS IN FULL FORCE AND EFFECT WITHOUT OFFSET, DEFENSE, OR COUNTERCLAIM OF ANY KIND.


RON DIMANT, Guarantor

UNITED DEVELOPERS LLC, Guarantor

By: 
RON DIMANT, Manager

SCHEDULE 1

MUMBOJUMBO, INC
UNITED STATES AND INTERNATIONAL TRADEMARKS

MARK	COUNTRY	REG. DATE	REG. NO.	STATUS
MUMBOJUMBO	U.S.	08/18/2009	3,670,923	Registered
MUMBOJUMBO	Canada	05/16/2008	TMA 714585	Registered
MUMBOJUMBO	Germany	04/19/2007	30668388	Registered
MUMBOJUMBO	Spain	09/20/2007	2759724	Registered
MUMBOJUMBO	United Kingdom	06/20/2008	2445367	Registered
LUXOR	U.S.	07/31/2007	3,271,302	Registered
LUXOR	Canada	05/16/2008	TMA 714586	Registered
LUXOR	Germany	03/01/2007	306.69.516	Registered
7 WONDERS	Germany	01/04/2007	30669517	Registered
LUXOR	CTM (European Community)	01/26/2010	5659826	Registered
LUXOR	United Kingdom	02/12/2010	2445562	Registered
MUMBOJUMBO	U.S.	04/26/11	3,951,051	Registered
MIDNIGHT MYSTERIES	U.S.	07/26/11	4,003,827	Registered
LUXOR	Spain	03/12/2007	2760144	Abandoned
7WONDERS OF THE ANCIENT WORLD	U.S.	12/27/2005	78/780,962	Abandoned
7 WONDERS II				Unregistered
7 WONDERS: TREASURES OF SEVEN				Unregistered
7 WONDERS: MAGICAL MYSTERY TOUR				Unregistered
CHAINZ				Unregistered
CHAINZ 2 RELINKED				Unregistered
CHAINZ GALAXY				Unregistered
DISCOVERY : SEEK & FIND ADVENTURE				Unregistered
ELEMENTS				Unregistered
EQUILIBRIA				Unregistered
GEARZ				Unregistered
GLOWFISH				Unregistered

HAIKU JOURNEY				Unregistered
HIGH ROLLER				Unregistered
JEWELS OF SINAI				Unregistered
LITTLE FARM				Unregistered
LUXOR AMUN RISING				Unregistered
LUXOR 2				Unregistered
LUXOR 3				Unregistered
LUXOR QUEST FOR THE AFTERLIFE				Unregistered
LUXOR 5 TH PASSAGE				Unregistered
LUXOR EVOLVED				Unregistered
LUXOR ADVENTURES				Unregistered
LUXOR MAHJONG				Unregistered
LUXOR PHAROAH'S CHALLENGE				Unregistered
LUXOR WRATH OF SET				Unregistered
MAD CAPS				Unregistered
MIDNIGHT MYSTERIES: THE EDGAR ALLAN POE CONSPIRACY				Unregistered
MIDNIGHT MYSTERIES: SALEM WITCH TRIALS				Unregistered
MIDNIGHT MYSTERIES: DEVIL ON THE MISSISSIPPI				Unregistered
MIDNIGHT MYSTERIES: HAUNTED HOUDINI				Unregistered
PICKERS				Unregistered
POWER CHIPS				Unregistered
REAXXION				Unregistered

SAMANTHA SWIFT				Unregistered
SNOWBALL RUN				Unregistered
TWISTY TRACKS				Unregistered
ULTRABALL				Unregistered
UNLIKELY SUSPECTS				Unregistered
ZOMBIE BOWL-O-RAMA				Unregistered
ZOOMBOOK: THE TEMPLE OF THE SUN				Unregistered

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7 Wonders of the Ancient World
7 Wonders II
7 Wonders: Treasures of Seven
7 Wonders: Magical Mystery Tour
Chainz (TX0006249826 / 2005-10-03)
Chainz 2 Relinked
Chainz Galaxy
Discovery: Seek & Find Adventure
Elements
Equilibria
Gearz
Glowfish
Haiku Journey
High Roller
Jewels of Sinai
Little Farm
LUXOR
LUXOR Amun Rising
LUXOR 2
LUXOR 3
LUXOR Quest for the Afterlife
LUXOR 5th Passage
LUXOR Evolved
LUXOR Adventures
LUXOR Mahjong
LUXOR Pharaoh's Challenge
LUXOR Wrath of Set
Mad Caps
Midnight Mysteries: The Edgar Allan Poe Conspiracy
Midnight Mysteries: Salem Witch Trials
Midnight Mysteries: Devil on the Mississippi
Midnight Mysteries: Haunted Houdini
Pickers
Power Chips
Reaxion
Samantha Swift and the Hidden Roses of Athena
Samantha Swift and the Golden Touch
Samantha Swift and the Mystery from Atlantis
Samantha Swift and the Fountains of Fate
Snowball Run
Twisty Tracks

Ultraball
Unlikely Suspects
Zombie Bowl-O-Rama
ZoomBook: The Temple of the Sun

MUMBOJUMBO, INC
INTERNET DOMAINS

mumbojumbo.com
mumbojumbo.net
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premiumcasualgames.com
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