

05/03/2012

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/12)



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

103644042

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TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

MRD 5-3-12



1. Name of conveying party(ies):

Skyworks Interactive, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New Jersey
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 6, 2009

- 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: Sharon A. Fordham

Internal _____

Address: _____

Street Address: 819 Atkinson Circle

City: Hillsborough

State: New Jersey

Country: USA Zip: 08844

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other individual _____ Citizenship USA
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)

3,109,337

Additional sheet(s) attached? Yes No

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

Mental Blocks

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

Name: Krevolin & Horst, LLC Attn: Gerardo M. Balboni

Internal Address: _____

Street Address: 1201 West Peachtree Street, Suite 3250

City: Atlanta

State: GA Zip: 30309

Phone Number: 404-835-9400

Fax Number: 404-888-9577

Email Address: gbalboni@khlawfirm.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 600.00

- Authorized to be charged to deposit account
- Enclosed CHECK Refund Total: \$210.00

8. Payment Information:

05/03/2012 AMULLINS 00000015 3109337

Deposit Account Number 01 FC:8521 40.00 OP
05/03/2012 250.00 OP

Authorized User Name _____

9. Signature:

Signature

4/27/2012

Date

Gerardo M. Balboni II

Name of Person Signing

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

6

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

TRADEMARK

REEL: 004779 FRAME: 0141

Trademark Continuation Page for Item 1

1. Name of Conveying Party:

Skyworks Ventures, Inc., a Delaware corporation

Trademark Continuation Page for Item 4

4. Application Numbers or Registration Numbers:

B. Trademark Registration No.	C. Identification or Description of Trademark
3,055,118	*The Truly Amazing Acrobats
2,859,618	Ten Pin Championship Bowling
2,910,026	Pin High Country Club Golf
3,068,100	We Brand Fun
3,132,562	Downfield Strike
2,157,271	Skyworks
2,952,964	Skyworks
3,102,239	Twistout
3,256,116	CGN!
3,174,203	3 Point Hoops
3,283,747	Turn Play Into Pay
3,277,692	X's and O's Football
3,134,316	Lotto Letters
3,688,745	Cameraman

*Termination and release of Security Interest in Patents, Trademark and Licenses filed by assignor,
Black Diamond Commercial Finance

**MEMORANDUM OF GRANT OF SECURITY INTEREST
(TRADEMARKS)**

THIS MEMORANDUM OF GRANT OF SECURITY INTEREST, dated as of this 6th day of November, 2009 is executed by SKYWORKS INTERACTIVE, INC., a New Jersey corporation ("**Interactive**"), SKYWORKS VENTURES, INC. a Delaware corporation ("**Ventures**"), in favor of SHARON A. FORDHAM (the "**Lender**"). Interactive is a wholly owned subsidiary of Ventures. Interactive and Ventures (collectively, "**Grantor**") are indebted to the Lender by virtue of the consummation of the transactions contemplated by that certain Revolving Loan And Security Agreement of even date herewith (the "**Loan Agreement**"), by and between Grantor and Lender.

A. Grantor has adopted, used and is using the trademarks, more particularly described on *Schedules I-A* and *I-B* annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "**Trademarks**").

B. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of November 6, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of Lender.

C. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

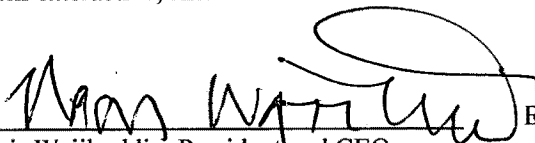
The Lender's address is:

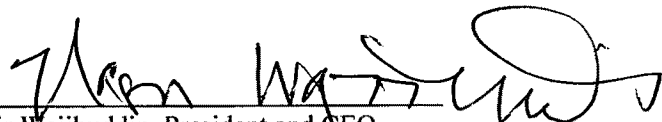
Sharon A. Fordham
819 Atkinson Circle
Hillsborough, NJ 08844

IN WITNESS WHEREOF, the Grantor has caused this Memorandum of Grant of Security Interest to be executed as of the day and year first above written.

Skyworks Interactive, Inc.

Skyworks Ventures, Inc.

By: 
Nasir Wajihuddin, President and CEO

By: 
Nasir Wajihuddin, President and CEO

**SCHEDULE 1-A
TO GRANT OF SECURITY INTEREST**

Trademarks		
Trademark	Registration Number	Registration Date
Mental Blocks	3,109,337	June 27, 2006
*The Truly Amazing Acrobats	3,055,118	January 31, 2006
Ten Pin Championship Bowling	2,859,618	July 6, 2004
Pin High Country Club Golf	2,910,026	December 14, 2004
We Brand Fun	3,068,100	March 14, 2006
Downfield Strike	3,132,562	August 22, 2006
Skyworks	2,157,271	May 12, 1998
Skyworks	2,952,964	May 17, 2005
Twistout	3,102,239	June 6, 2006
CGN!	3,256,116	June 26, 2007
3 Point Hoops	3,174,203	November 21, 2006
Turn Play Into Pay	3,283,747	August 21, 2007
X's and O's Football	3,277,692	August 7, 2007
Lotto Letters	3,134,316	August 22, 2006
Cameraman	3,688,745	September 29, 2009

*Termination and release of Security Interest in Patents, Trademark and Licenses filed by assignor, Black Diamond Commercial Finance

**SCHEDULE 1-B
TO GRANT OF SECURITY INTEREST**

Trademark Applications

Trademark	Registration Number	Registration Date
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NONE